



**FORT WILLIAM FIRST NATION RIFLE RANGE
SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT dated for reference October 21st/ 2005

BETWEEN:

THE FORT WILLIAM FIRST NATION as represented by its duly elected Chief
and Council

(hereinafter called the "First Nation")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the
Minister of Indian Affairs and Northern Development

(hereinafter called "Canada")

WHEREAS:

In January 1998, the First Nation proposed to Canada that a "pilot project" be implemented for the resolution of several of its historical grievances. This project was designed to explore innovative and collaborative methods of researching and resolving Specific Claims. The Indian Specific Claims Commission was asked to coordinate and facilitate the project and to provide mediation services if necessary. The goal of the project was to achieve greater efficiencies in the process and to foster a better relationship between the First Nation and Canada. The Rifle Range Claim - The 1914 "Exchange" is the first claim out of the project to result in a negotiated settlement.

In November 1998, the First Nation submitted a Claim to Canada under Canada's Specific Claims Policy, relating to the exchange of lands that had been surrendered by the First Nation in 1907 for a different but partially overlapping parcel of land in 1914, for the purposes of a Department of Militia and Defence (DMD) rifle range.

In the Claim, the First Nation alleged that,

Canada had an obligation not to dispose of reserve lands except in accordance with the *Indian Act* and that there was no authority in the *Indian Act* allowing for an exchange of surrendered lands for lands which were not surrendered or expropriated. Therefore, the exchange was unlawful and Canada owes an outstanding lawful obligation to the First Nation as a result;

The portion of the land used as a rifle range which was not properly taken remains, therefore, reserve land;

- C. Canada should not have consented to the 1907 surrender or the 1914 exchange because both were foolish and improvident and, therefore, Canada was in breach of its fiduciary obligation to prevent exploitation of the First Nation by not preventing these transactions;

The exchange was made without adequate compensation, therefore, Canada was in breach of its fiduciary duty to ensure that the band was properly compensated for its land; and

- D. The DMD trespassed on reserve land between 1907 and 1914.

Canada has accepted this claim for negotiation pursuant to the Specific Claims Policy based on the allegations that the 1914 “exchange” was not lawful. Canada has also accepted to negotiate that portion of the claim dealing with trespass by DMD between 1907 and 1914.

Canada and the First Nation have negotiated the settlement set out in this Settlement Agreement in order to settle the First Nation’s Claim against Canada pursuant to the Specific Claims Policy.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED
IN THIS SETTLEMENT AGREEMENT THE PARTIES AGREE AS FOLLOWS:**

ARTICLE 1

DEFINITIONS AND SCHEDULES

1.1 In this Settlement Agreement:

- (a) **“Additions to Reserves Policy”** means the policy and procedural guidelines set out in the *Land Management and Procedures Manual* of the Department as amended or replaced from time to time or any successor policies dealing with the creation of new reserves up to the date of the setting aside of the lands as reserve;
- (b) **“Article”** means an article of this Settlement Agreement;
- (c) **“Ballot Question”** means the question asked of the Eligible Voters in a Ratification Vote substantially as set out in Schedule “1”;
- (d) **“Band Council Resolution”** means a duly signed written resolution of the Council adopted at a duly convened meeting;
- (e) **“Band List”** means a list of persons that is maintained under section 10 of the *Indian Act* by the First Nation;



- (f) **“Canada”** means Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development;
- (g) **“Claim”** means all the facts, matters and issues arising or resulting from, or set forth in the First Nation’s specific claim submission to Canada in November 1998;
- (h) **“Council”** means the Council of the First Nation, which is a “council of the band” within the meaning of the *Indian Act* and “Councillor” means a member of the Council;
- (i) **“Department”** means the Department of Indian Affairs and Northern Development, as established pursuant to the *Department of Indian Affairs and Northern Development Act*, R.S.C. 1985, c.I-6;
- (j) **“Effective Date”** means the later of the dates on which this Settlement Agreement is signed by at least a quorum of Council on behalf of the First Nation, as authorized by ratification of this Settlement Agreement, and by the Minister;
- (k) **“Eligible Voter”** means a Member who is an elector as defined by the *Indian Act* on the Voting Day;
- (l) **“Financial Institution”** means any bank or trust company that is a member institution for which the Canada Depository Insurance Corporation has a duty to insure deposits pursuant to the *Canada Deposit Insurance Corporation Act*, R.S.C. 1985, c.C-3;
- (m) **“First Nation”** means the Fort William First Nation which is a “band” as defined by the *Indian Act* composed collectively of its members listed from time to time on its “Band List” or entitled to be listed on its “Band List”;
- (n) **“Indian Act”** means the *Indian Act*, R.S.C. 1985, c.I - 5; and its regulations as amended or replaced from time to time;
- (o) **“Information Meeting”** means a meeting held pursuant to the Ratification Voting Guidelines at which the First Nation’s negotiators, legal counsel, and financial advisor(s) explain the Claim, the terms of this Settlement Agreement, including all of the Schedules, and the Trust Agreement;
- (p) **“Member”** means a person whose name appears on the First Nation’s Band List on the Voting Day;
- (q) **“Minister”** means the Minister of Indian Affairs and Northern Development or the Minister’s duly authorized representative;
- (r) **“Parcel A”, “Parcel B” and “Parcel C”** are those parcels of Land described as Parcel A, Parcel B and Parcel C, respectively, in the survey attached as Schedule “5” to this Settlement Agreement;



- (s) "**Parties**" means the First Nation and Canada;
- (t) "**Ratification Vote**" means a vote on the Ballot Question, conducted in accordance with the Voting Guidelines;
- (u) "**Settlement Agreement**" means this settlement agreement including Schedules 1 to 5 only;
- (v) "**Specific Claims Policy**" means Canada's policy on specific claims as set out in the Government of Canada 1982 publication entitled "Outstanding Business, A Native Claims Policy" as amended from time to time;
- (w) "**Trust Account**" means an account opened at a Financial Institution by the Trustees in trust for the First Nation in accordance with the Trust Agreement;
- (x) "**Trust Agreement**" means the trust agreement between the First Nation, the Trustees and the Financial Institution voted upon in a Ratification Vote pursuant to Article 7;
- (y) "**Trustee**" means a person identified as a trustee in the Trust Agreement;
- (Z) "**UXO**" means an explosive ordnance which has been primed, fused, armed or otherwise prepared for action and which has been fired, dropped, launched, projected or placed in such a manner as to constitute a hazard to operations, installations, personnel or material and remains unexploded either by malfunction or design or for any other cause.
 - (Z.1) "**Voting Guidelines**" are those guidelines attached as Schedule 2 to this Settlement Agreement.
 - (Z.2) "**Voting Day**" means the day set for holding the Ratification Vote.

1.2 Except as otherwise defined in this Settlement Agreement, any words used in this Settlement Agreement which are defined in the *Indian Act* have the same meaning as they have in the *Indian Act*.

1.3 The following Schedules are attached to this Settlement Agreement:

- Schedule "1" Ballot Question
- Schedule "2" Voting Guidelines
- Schedule "3" Solicitor's Certificate
- Schedule "4" Financial Advisor's Certificate
- Schedule "5" Legal Description of Lands
- Schedule "6" Trustees' Receipt



- 1.4 The Trust Agreement is attached as Appendix "1" for reference and is not a Schedule and does not form part of this Settlement Agreement.

ARTICLE 2

COMPENSATION

- 2.1 Subject to the terms and conditions set out in this Settlement Agreement, Canada agrees to pay to the First Nation, and the First Nation agrees to accept, the sum of three million, four hundred and ninety thousand, one hundred and fourteen dollars (\$3,490,114.00) as follows:

One lump sum payment within thirty (30) days of the Effective Date of this agreement.

- 2.2 The agreed upon amount is inclusive of all costs incurred by the First Nation in connection with the negotiation and ratification of the Settlement Agreement, including all legal costs. Loan funding received by the First Nation in the amount of three hundred and seventy-six thousand and seventy-four dollars (\$376,074.00) will be deducted from this payment.
- 2.3 Payment of the compensation is subject to the condition precedent that the Trust Agreement has been signed by the authorized signatories and the Trust Account has been opened and the information required by Canada to make the payment has been provided to Canada's negotiator.
- 2.4 Canada agrees that if the compensation is not paid in full within the time frame set out in Article 2.1, Canada agrees to pay to the First Nation interest at the Bank of Canada's prime lending rate plus two (2%) per annum on any unpaid amounts from the date such payment was due and payable until payment is made by Canada.
- 2.5 If the First Nation votes in favour of the Settlement Agreement and the Trust Agreement in accordance with Article 8, then:
- (a) the First Nation authorizes and directs Canada to deposit the compensation into the Trust Account established pursuant to the Trust Agreement;
 - (b) the compensation is not "Indian moneys" within the meaning of the *Indian Act* and accordingly the provisions of the *Indian Act* with respect to the management of Indian moneys shall not apply to the compensation; and
 - (c) the compensation paid to the First Nation pursuant to this Settlement Agreement is to be deposited in a Trust Account created by the First Nation. The Trust Account shall be administered by the Trustees appointed by the First Nation on terms and conditions set out in the Trust Agreement.

- 2.6 Canada's sole responsibility and obligation to the First Nation with respect to the compensation is to pay and deposit it in accordance with Article 2.5 (a). Canada shall bear no responsibility or liability whatsoever with respect to the administration or management of the compensation, once paid to the First Nation or its solicitors in trust, including, without restricting the generality of the foregoing, in respect of their safe custody, investment, management, preservation of capital or interest, or for the rate of return obtained thereon, or for any loss of the said compensation, in whole or in part, whether through investment or failure of a financial institution or otherwise.
- 2.7 The First Nation is responsible for assuming all costs related to the interpretation services made available to First Nation members during the Information Meetings and the Ratification Vote.

ARTICLE 3

LAND **ADDITION TO RESERVE AND QUIETING OF TITLE**

- 3.1 The Minister agrees to recommend to the Governor-in-Council the setting aside of Parcels A and B, a legal description of which is attached as Schedule "5", as an addition to the First Nation's reserve as soon as is reasonably possible following :
- (a) the Effective Date;
 - (b) the transfer of administration of those lands by the Minister of National Defence to the Minister;
 - (c) the approval by Canada of the setting apart of Parcels A and B pursuant to the procedures set out in its *Additions to Reserves Policy*, as amended from time to time.
- 3.2 Parcel C, a legal description of which is attached as "Schedule 5", is reserve land, held for the use and benefit of the First Nation by Canada.
- 3.3 The First Nation confirms that it has received from Canada a Phase I Property Transfer Assessment, *Electromagnetic Induction (EMI) UXO Survey* and Phase II/III Environmental Site Assessment report on the Mount McKay Rifle Range lands prepared for Canada dated June 2005 that the First Nation is satisfied with its contents.
- 3.4 The First Nation membership must be properly advised as to the status of the land as a former rifle range. To this end, the First Nation agrees to post the following warning on the former rifle range lands:

This property was formerly a Live firing Range of the Department of National Defence. Ammunition of various calibres and natures were known to be fired on this land. Caution should be exercised by persons using this land. If any

explosive material or items of unknown origin are discovered, do not touch or otherwise disturb the item. Immediately contact the local police or proper authority.

- 3.5 Canada shall receive a credit for the 100 acres of land set aside in addition to the 30 acres which was subject of the Claim in any subsequent resolution or settlement of any claim or demand by the First Nation whether by judicial disposition, agreement or howsoever achieved, where the resolution or settlement occurs or is reached subsequent to the Effective Date of this Settlement Agreement.
- 3.6 For the purposes of Article 3.6, receiving credit means that in any resolution or settlement where it is agreed or otherwise determined that the First Nation is entitled to have land set aside as a reserve, Canada shall be entitled to reduce the number of acres of land to be set aside as reserve land by 100 acres.
- 3.7 Canada shall be entitled to rely on the offset provided for on or after the date on which Canada sets aside Parcels A and B as reserve land.
- 3.8 When the lands have been set apart as reserve in accordance with subsection 3.1, the Council will, by Resolution, request that the Minister issue a permit pursuant to subsection 28(2) of the *Indian Act* to either Hydro One Networks Inc. or the Ontario Electricity Financial Corporation on terms and conditions acceptable to the First Nation, Canada and the permittee for the use of the land in Part 6 of reference plan 55R-12022 for the operation and maintenance of the existing electric power transmission line or distribution line and for the operation, repair, maintenance and relocation of the existing hydroelectric transmission or distribution facility.

ARTICLE 4

RELEASE

- 4.1 In consideration of the compensation paid by Canada to the First Nation and the mutual fulfilment of the promises in this Settlement Agreement, the First Nation agrees to:
 - (a) forever release and discharge Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, which the First Nation and the past, present and future members of the First Nation and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have or may in the future have against Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns with respect to the Claim, including all costs incurred by the First Nation for research, preparation, negotiation and settlement of the Claim, and ratification of the Settlement Agreement, including legal fees;



- (b) forever release and discharge Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns from any past, present or future obligation or liability, whether in law, in equity or otherwise, to the First Nation and the past, present and future members of the First Nation and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have or may in the future have against Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns, relating to or arising from the fact that Canada has paid the compensation pursuant to Article 2, or related to or arising from the deposit by Canada of the compensation pursuant to Article 2, and any subsequent deposit, withdrawal, use, management or any other dealings with respect to the compensation by the trustees pursuant to the Trust Agreement; and
- (c) not assert any action, cause of action, suit, claim or demand whatsoever, whether in law, in equity or otherwise, which the First Nation and the past, present and future members of the First Nation and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have or may in the future have against Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns with respect to:
 - (i) the Claim and all costs incurred by the First Nation for research, preparation, negotiation and settlement of the Claim, and ratification of the Settlement Agreement, including legal fees;
 - (ii) the procedures followed pursuant to the Voting Guidelines attached to this Settlement Agreement as well as the execution of this Settlement Agreement by the First Nation;
 - (iii) the deposit of the compensation into the Trust Account as set out in the Trust Agreement and the subsequent administration, management and disbursement of the compensation, or any loss therefrom whether caused by the First Nation or by the Trustees or other representatives; and
 - (iv) the representations and warranties of the First Nation under Article 12.
- (d) forever release and discharge Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns from any past present or future liability , whether in law, in equity or otherwise, to the First Nation and the past, present and future members of the First Nation and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had , may now have or may in the future have against Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns relating to or arising from any accident, injury or loss arising as a result of explosives, including UXOs, or any other hazardous material remaining on the Rifle Range lands.

- (e) forever release and discharge Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns from any obligation to perform any further work relating to the Rifle Range lands including, without restricting the generalities of the foregoing, any environmental remediation or work relating to the search for and removal of UXOs.
- 4.2 Nothing in this Article is intended, nor shall it be construed, as affecting any action, cause of action, suit, claim or demand whatsoever whether known or unknown, and whether in law, in equity or otherwise, which the First Nation and the past, present and future members of the First Nation and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have, or may in the future have against Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns with respect to any other claim that the First Nation may have that does not relate directly to the Claim.
- 4.3 The releases set out in this Article do not release Canada from the due performance of its obligations arising from this Settlement Agreement and nothing herein shall prevent or restrict the First Nation from pursuing any legal remedies for non-performance by Canada. Furthermore, Canada shall not be entitled to and it shall not rely on this Article if Canada fails to pay the compensation in accordance with the provisions of Article 2 of this Agreement.

ARTICLE 5

INDEMNITY

- 5.1 For the purposes of Article 5, “Claimant” means a past, present and future member of the First Nation.
- 5.2 Subject to the provisions of Article 5.7, the First Nation agrees to indemnify and forever save harmless Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns from and against any and all obligation, liability, duty, loss or damage resulting directly or indirectly from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, brought by any Claimant, their heirs, descendants, executors, successors and assigns against Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns that the Claimant with respect to:
- (a) the Claim, including all costs incurred by the First Nation for research, preparation, negotiation and settlement of the Claim, and ratification of the Settlement Agreement, including legal fees;
 - (b) the procedures followed pursuant to the Voting Guidelines attached to this Settlement Agreement as well as the execution of this Settlement Agreement by the First Nation;

- (c) the deposit of the compensation into the Trust Account as set out in the Trust Agreement and the subsequent administration, management and disbursement of the compensation, or any loss therefrom, whether caused by the First Nation or by its Trustees or other representatives;
- (d) the representations and warranties of the First Nation under Article 12; and
- (e) any accident, injury or loss arising as a result of explosives, including UXOs, or any other hazardous material remaining on the Rifle Range lands.

provided that such obligation, liability, duty, loss or damage has been awarded or determined by a decision or order of a court or other tribunal of competent jurisdiction, or by a settlement (whether or not court proceedings have been instituted) consented to by the First Nation, and notice has been given to the First Nation pursuant to Article 5.3.

- 5.3 Canada shall provide notice to the First Nation by registered mail of any claim which may reasonably give rise to indemnification under this Article. Such notice shall be sufficient to enable the First Nation to identify the claim and the Claimant and to protect its interests in a court proceeding or settlement.
- 5.4 Canada shall assume and control the defence and any negotiations relating to any action, cause of action, suit, claim or demand referred to in Article 5.2. Canada agrees that it will not refuse to defend itself based solely on the existence of this Article.
- 5.5 Any demand by Canada for indemnification shall be made in writing, and if the amount so claimed is not paid by the First Nation within one hundred twenty (120) days of receipt of such notice, Canada shall be entitled to invoke all rights and remedies provided by law to recover any amounts owed by the First Nation.
- 5.6 The First Nation shall be entitled to defend, at its own expense, against any claim against Canada which may give rise to a right of indemnity under this Article, and may make such investigation, negotiation and settlement of any claim as it deems expedient. This entitlement, however, shall in no way:
 - (a) mean that the First Nation is entitled to represent Canada, and any of its Ministers, officials, servants, employees, agents, successors and assigns; or
 - (b) affect the rights or abilities of Canada, and any of its Ministers, officials, servants, employees, agents, successors and assigns to defend any such claim including, without limitation, the appointment of counsel.
- 5.7 Notwithstanding Articles 5.1 to 5.6, inclusive, Canada agrees that it shall not be entitled to, and it shall not, rely on the indemnity provided by this Article if Canada fails to pay the compensation in accordance with Article 2 of this Settlement Agreement.



ARTICLE 6

NO EFFECT ON FUNDING AND PROGRAMS

- 6.1 Federal programs and services will continue to apply to the First Nation on the same basis as to other bands in Canada as if this Settlement Agreement had not been executed, in accordance with the criteria established from time to time for the application of such programs and funding;
- 6.2 This Settlement Agreement does not restrict the First Nation from being eligible to apply for and to receive funding under government programs and other forms of assistance provided by Canada on the same basis as other First Nations in Canada in accordance with the criteria established from time to time for the application of such programs and funding.
- 6.3 The First Nation acknowledges that the execution of this Settlement Agreement and the setting apart of the Lands as an Addition to Reserve shall, of themselves, not oblige Canada to assume any cost of any kind associated with the maintenance of existing capital infrastructure on the Lands including, but not limited to, the construction, repair and maintenance of roads, bridges, sewers and water systems, telephone or hydro-electric projects, housing, schools, recreational facilities or other community buildings, including the operating costs and costs related to such capital infrastructure.

ARTICLE 7

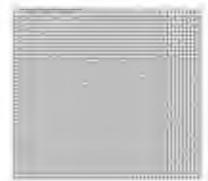
EFFECTIVE DATE OF SETTLEMENT AGREEMENT

- 7.1 This Settlement Agreement shall come into effect and bind the Parties only upon the later of the following dates:
 - (a) the date on which this Settlement Agreement is signed by at least a quorum of the Council in accordance with Article 9.1; and
 - (b) the date on which this Settlement Agreement is signed by Canada in accordance with Article 9.2

ARTICLE 8

RATIFICATION BY THE FIRST NATION

- 8.1 The First Nation agrees to and approves the terms and conditions of the Settlement Agreement and the Trust Agreement, and authorizes at least a quorum of the Council to sign the Settlement Agreement and Trust Agreement if, at the Ratification Vote, a majority (over 50%) of the votes cast are in favour of the Settlement Agreement and the Trust Agreement.



- 8.2 If the required approval and assent pursuant to Article 8.1 is not obtained:
- (a) the Settlement Agreement shall not be signed on behalf of the First Nation and shall have no effect; and
 - (b) the Trust Agreement shall not be signed on behalf of the First Nation and shall have no effect.
- 8.3 All Ratification Votes with respect to the Settlement Agreement and Trust Agreement shall be conducted in accordance with the Voting Guidelines.

ARTICLE 9

SIGNING

- 9.1 This Settlement Agreement shall be signed by at least a quorum of the Council on behalf of the First Nation following ratification of this Settlement Agreement in accordance with Article 8.
- 9.2 This Settlement Agreement shall be signed by the Minister on behalf of Canada after the conditions precedent set out in Article 10 have been met.

ARTICLE 10

CONDITIONS PRECEDENT

- 10.1 Canada and the First Nation agree that the following are conditions precedent to any obligation by Canada to sign this Settlement Agreement:
- (a) ratification of the Settlement Agreement by the First Nation in accordance with Article 8;
 - (b) signing of the Settlement Agreement by the First Nation in accordance with Article 9.1;
 - (c) ratification of the Trust Agreement by the First Nation in accordance with Article 8;
 - (d) the Trust Agreement has been signed by the authorized signatories and the Trust Account has been opened and the information required by Canada to make the payment has been provided to Canada's negotiator;
 - (e) signing of this Settlement Agreement by the Minister on behalf of Canada has been authorized by the Governor in Council;

- (f) funds for the payment of the compensation have been approved and appropriated for that purpose by Canada;
- (g) receipt by Canada of the Solicitor's Certificate from the First Nation's legal counsel, dated as of the date of signing of this Settlement Agreement by the First Nation, substantially in the form attached as Schedule "3" and
- (h) receipt by Canada of the Financial Adviser's Certificate from the First Nation's financial adviser, dated as of the date of signing of this Settlement Agreement by the First Nation, substantially in the form attached as Schedule "4".

ARTICLE 11

CONDITIONS SUBSEQUENT

- 11.1 The Trustees shall provide a receipt, substantially in the form attached as Schedule "6", to Canada upon receiving the payment from Canada pursuant to Article 2.
- 11.2 Upon payment in full of the amount payable pursuant to Article 2, the First Nation shall acknowledge to Canada, in a Band Council Resolution, that Canada's obligations pursuant to Article 2 have been met.
- 11.3 The First Nation shall pass a Resolution authorizing Canada to issue a permit pursuant to subsection 28(2) of the *Indian Act* to either Hydro One Networks Inc. or the Ontario Electricity Financial Corporation for the use of the land in Part 6 of reference plan 55R-12022 as set out in Article 3.8.

ARTICLE 12

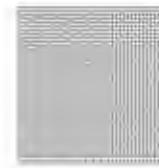
DISPUTE RESOLUTION

- 12.1 In the event of a dispute between the Parties arising out of this Settlement Agreement, the Parties agree to fully explore resolution through negotiation or other appropriate dispute resolution procedures, including mediation, before resorting to litigation. The Parties may seek the assistance of the Indian Specific Claims Commission's mediation services.

ARTICLE 13

REPRESENTATIONS AND WARRANTIES OF THE FIRST NATION

- 13.1 The First Nation represents and warrants that:



- (a) The First Nation intends to use the compensation for the long-term use and benefit of the First Nation and will take such actions as it deems necessary or advisable, with the advice of its legal counsel, to give effect to that intent. Such actions may include the establishment of an external trust for the ongoing management of the Settlement Funds.
- (b) Prior to the execution of this agreement, the membership of the First Nation has ratified the terms of this agreement and the use, deposit and management of the compensation, based upon the advice of its independent legal and financial advisors, as evidenced by Schedules 3 and 4.
- (c) the First Nation, via its Council, has retained independent legal counsel qualified to practice law in the Province of Ontario to advise the First Nation with regard the signing and delivery of the Settlement Agreement and the Trust Agreement;
- (d) the First Nation's legal counsel has provided to the First Nation, via its Council, independent legal advice with respect to the negotiation, preparation, signing and delivery of the Settlement Agreement, and the preparation and signing of the Trust Agreement, including, without limitation, the deposit by Canada of the compensation into the Trust Account rather than into an account for the First Nation managed by the Department;
- (e) the First Nation, via its Council, has retained an independent financial advisor qualified to practice in the Province of Ontario to provide financial advice to the First Nation with regard to the Trust Agreement;
- (f) the First Nation's financial advisor has provided the First Nation, via the Council, independent financial advice of the kind included in the practice of public accounting with respect to the Trust Agreement, the management and administration of the compensation, and the deposit of the compensation into the Trust Account established pursuant to the Trust Agreement rather than into an account for the First Nation managed by the Department including, without limitation, financial advice which contrasts the potential rates of return, potential investment risks, and tax implications associated with placing the compensation into the Trust Account rather than into an account managed by the Department;
- (g) an interpreter fluent in the native language of the First Nation members was present and available to those Members in need of an interpreter (if there were any such Members) at all times during the Information Meeting and the Ratification Vote.



ARTICLE 14

FURTHER ASSURANCES

- 14.1 The Parties shall in good faith agree to do such things, execute such further documents and take such further measures as may be necessary to carry out and implement the terms, conditions, intent and meaning of this Settlement Agreement. For greater certainty, this includes doing such things, executing such further documents and taking such further measures as may be necessary to allow for the possible application of any future applicable legislation respecting the implementation of claim settlements in Ontario to this Settlement Agreement.
- 14.2 The First Nation confirms that by the Ratification Vote held on DC. 9th 2005, it has authorized at least a quorum of the present Council, and succeeding Councils, to act for and on behalf of the First Nation and its heirs, descendants, legal representatives, successors and assigns to do such things, sign such further documents and take such further measures as may be necessary to carry out and implement the terms, conditions, intent and meaning of this Settlement Agreement.
- 14.3 This Settlement Agreement shall not be construed so as to abrogate or derogate from the protection provided for existing aboriginal and treaty rights of the First Nation or the Members of the First Nation by the recognition and affirmation of those rights in Section 35 of the *Constitution Act, 1982*.
- 14.4 This Settlement Agreement is not a treaty within the meaning of Section 35 of the *Constitution Act, 1982*.

ARTICLE 15

NOTICE

- 15.1 Any notice or other written communication required or permitted to be given under this Settlement Agreement will be given as follows:
 - (a) to Canada:

Assistant Deputy Minister
Claims and Indian Government
Department of Indian Affairs and Northern Development
Les Terrasses de la Chaudiere
10 Wellington Street
GATINEAU QC K1A 0H4
FAX: (819) 953-0545

(b) to the First Nation:

Chief and Council
Fort William First Nation
90 Anernki Drive
Suite 200
Thunder Bay, Ontario
P7C 4Z2

FAX: (807) 623-5190

15.2 Any notice may be delivered personally or sent by facsimile or registered mail to either Party at the addresses set out in Article 14.1. The notice will be presumed to have been received by the Party:

- (a) if delivered personally, on the day that it was delivered;
- (b) if sent by facsimile, on the next business day after it was transmitted; and
- (c) if sent by registered mail, on the earlier of the day it was received and the fifth day after it was mailed.

During an actual or anticipated postal disruption or stoppage, the mail will not be used by either Party, and if used such notice will be of no effect.

ARTICLE 16

GENERAL PROVISIONS

Binding on the Parties

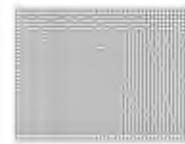
16.1 This Settlement Agreement is for the benefit of and is binding upon Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns and upon the First Nation and any of their respective heirs, descendants, legal representatives, successors and assigns.

Members of House of Commons

16.2 No member of the House of Commons shall be admitted to any share or part of this Settlement Agreement or to any benefit arising from this Settlement Agreement.

No Admission of Fact or Liability

16.3 This Settlement Agreement is entered into by Canada and the First Nation without any admission of fact or liability whatsoever with respect to the Claim.



Headings and Table of Contents

16.4 The insertion of headings and recitals, and the provision of a table of contents, are solely for convenience and in no way modify or explain the scope or meaning of any part of this Settlement Agreement.

Expanded Meanings

16.5 Words in the singular include the plural and words in the plural include the singular.

16.6 Words importing male persons include female persons and corporations.

No Presumption of Ambiguity

16.7 There shall be no presumption that any ambiguity in any of the terms of this Settlement Agreement should be interpreted in favour of any Party.

Assignment

16.8 The Parties agree that the rights and obligations of the Parties to this Settlement Agreement may not be assigned or otherwise transferred without the prior written consent of the other Party.

Amendment

16.9 No amendment, modification or waiver of any provision of this Settlement Agreement shall have any legal effect unless such amendment, modification or waiver is expressed in writing and has been duly executed by the Parties in the same manner as this Settlement Agreement. Notwithstanding the above, the Council and Canada may agree in writing from time to time to amend this Settlement Agreement for any of the following purposes:

- (a) to effect changes which are agreed by both Parties to be merely administrative or procedural in character;
- (b) to remove any conflicts or inconsistencies which may exist between any of the terms of this Settlement Agreement and any provision of any applicable law or regulation, so long as the Council and Canada agree that such amendments will not be prejudicial to the interests of the First Nation or Canada; or
- (c) to correct any typographical error in this Settlement Agreement, or to make corrections or changes required for the purpose of curing or correcting clerical omission, mistake, manifest error or the ambiguity arising from defective or inconsistent provisions contained in this Settlement Agreement.

16.10 Amendments made pursuant to Article 15.9 (a), (b) or (c) will be made by written agreement between a quorum of the Council on behalf of the First Nation, and by the Regional Director General on behalf of Canada.



Waiver

16.11 No waiver of any provision of this Settlement Agreement shall have any legal effect unless such waiver is expressed in writing and has been duly signed by the Party making the waiver in the same manner as this Settlement Agreement was signed by that Party.

Applicable Law

16.12 This Settlement Agreement shall be governed by the applicable laws of Canada.

16.13 This Settlement Agreement sets out the entire agreement between the Parties with respect to the Claim. There is no representation, warranty, collateral agreement, undertaking or condition affecting this Settlement Agreement, except as expressly set out herein. This Settlement Agreement supercedes and revokes all previous agreements entered into during the course of the negotiation of the Claim, whether oral or in writing between the Parties with respect to the Claim.

References to Statutes and Regulations

16.14 All references in this Settlement Agreement to statutes and regulations of Canada shall include, unless a contrary intention is expressed, any such statute or regulation as the same may be amended, re-enacted or replaced from time to time.

IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development, on behalf of Her Majesty The Queen in Right of Canada has executed this Settlement Agreement on June 30, 2005 and at least a quorum of the Council of the Fort William First Nation, on behalf of the Fort William First Nation, have hereunto set their respective hands on _____ 2005.

SIGNED on behalf of HER MAJESTY)
THE QUEEN IN RIGHT OF CANADA, as)
represented by the Minister of Indian Affairs)
and Northern Development, in the presence)
of:

Signature:

Name of Witness: Stephen Bisang

Address: 10 Wellington Kit Ono


Minister of Indian Affairs
and Northern Development

SIGNED on behalf Fort William First Nation) Per: _____
by at least a quorum of) Chief
the Council of the First Nation)
in the presence of:)
) Per: _____
) Councillor



SCHEDULE "1"

to

SETTLEMENT AGREEMENT
dated for reference

BALLOT QUESTION

Do you approve of the terms and conditions set out in the Fort William First Nation Specific Claim Settlement Agreement and the Fort William First Nation Specific Claim Housing Trust Agreement, and do you authorize at least a quorum of Council to sign all documents necessary to give effect to these Agreements, on behalf of the Fort William First Nation?

YES

NO

Mark this Ballot by placing an “X” in the box under the word “YES” or “NO”.



SCHEDULE "2"

to

SETTLEMENT AGREEMENT
dated for reference October , 2005

VOTING GUIDELINES

FINAL - OCTOBER 21, 2005
FORT WILLIAM FIRST NATION
VOTING GUIDELINES

1 DEFINITIONS

In these guidelines:

- 1.1 **"Appeals Committee"** means the committee referred to in Article 13.
- 1.2 **"Council"** means the Council of the Fort William First Nation, which is a "council of the band" within the meaning of the *Indian Act*.
- 1.3 **"Information Meeting"** means a meeting at which the Council, legal counsel and financial advisor retained by Fort William First Nation explain to the Members present at the meeting the terms and implications of the Settlement Agreement, including all of the Schedules as well as the Trust Agreement.
- 1.4 **"List of Voters"** means the list of Voters prepared and provided by Fort William for the purpose of the Ratification Vote. The List of Voters will be considered final on Voting Day.
- 1.5 **"Mail in Ballot Package"** means a package of materials for voting by mail as set out in Section 8.
- 1.6 **"Member"** means a person whose name appears on the membership list that is maintained by Fort William in accordance with their membership code pursuant to Section 10 of the *Indian Act*, R.S.C. 1985, c.I-5, and amendments thereto.
- 1.7 **"Membership Registrar"**, means a person, responsible for deciding on membership and eligibility issues for the purposes of the Ratification Vote.
- 1.8 **"Notice of Vote"** means a notice to the Voters of the Fort William First Nation substantially in the form contained in Appendix "B".
- 1.9 **"Ratification Drop-Off Site"** means the site chosen by the Council of the Fort William First Nation where Voters can personally drop off their ballot in its sealed ballot envelope on Voting Day.
- 1.10 **"Ratification Vote"** means a vote by the Voters on the Ballot Question found in the Mail In Ballot Package.
- 1.11 **"Ballot Question"** means the question asked of the Voters in the Ratification Vote set out in Schedule "1" of the Settlement Agreement.



- 1.12 **"Ratification Officer"** means a person who is designated by the Fort William First Nation to oversee the Ratification Vote.
- 1.13 **"Voting Guidelines"** means these Voting Guidelines, including the attached Appendices "A" through "I".
- 1.14 **"Reserve"** means the Fort William Indian Reserve No. 52.
- 1.15 **"Trust Agreement"** means the Fort William First Nation Trust Agreement, as set out in Appendix "A" to the Settlement Agreement.
- 1.16 **"Voter"** means any Member of Fort William First Nation who is eighteen (18) years of age or older on Voting Day.
- 1.17 **"Voting Day"** means the last day (Friday, December 9, 2005, from 11a.m. to 7 p.m.) where Mail In Ballot Packages will be accepted.

Any words defined in the Settlement Agreement have the same meaning in these Voting Guidelines and the appendices, except as otherwise indicated. In the event of discrepancies the Settlement Agreement will prevail.

In calculating the number of days between two events, the day on which the first event happens is excluded, and the day on which the second event happens is included.

Words in the singular include the plural and words in the plural include the singular.

2 BAND COUNCIL RESOLUTION

- 2.1 By Band Council Resolution, the Council will resolve to:
- (a) designate a Ratification Officer and order that a Ratification Vote be taken in accordance with these Voting Guidelines;
 - (b) establish the dates and locations for the Information Meetings and the location of the Ratification Drop Off Site;
 - (c) appoint a representative of the First Nation to the Appeals Committee, and later confirm the representative to the Appeals Committee jointly selected by the representatives of the First Nation and Canada;
 - (d) approve the Voting Guidelines, Notice of Vote and confirm the List of Voters;
 - (e) recommend the acceptance of the Settlement Agreement and the Trust

Agreement to the Voters of the Fort William First Nation; and

- (f) appoint an interpreter, if necessary, who will translate the information presented at the Information Meeting or Meetings to those Voters in attendance who require translation.

3 DESIGNATION OF RATIFICATION OFFICER

- 3.1 The Ratification Officer must be designated by the Fort William First Nation prior to mailing or delivering the Mail In Ballot Packages to Voters.
- 3.2 Deputy Ratification Officers may be designated by the Ratification Officer at any time prior to Voting Day.
- 3.3 The Deputy Ratification Officers may carry out any or all of the duties of the Ratification Officer including those duties set out in these Voting Guidelines. Upon the appointment of a Deputy Ratification Officer, the Ratification Officer and Deputy Ratification Officer will execute an "Appointment of Deputy Ratification Officer" in substantially the form attached as Appendix "A".

4 NOTICE OF RATIFICATION VOTE

- 4.1 The Ratification Officer, in consultation with the Council, will prepare a Notice of Ratification Vote substantially in the form attached as Appendix "B".
- 4.2 The Ratification Officer, in consultation with the Council, will post the Notice of Ratification Vote at least 35 days prior to Voting Day, in locations which are likely to be visited by Voters and where it can be read by the Voters.
- 4.3 The following will be attached to the Notice of Ratification Vote:
 - (a) a copy of the proposed Settlement Agreement and Trust Agreement; and
 - (b) a copy of the List of Voters.

5 LIST OF VOTERS AND REVISIONS

- 5.1 At least 40 days before the Voting Day, the Fort William First Nation shall provide the Ratification Officer with a list of the names and band membership numbers or birth dates of all Voters, and the last known addresses, if any, of all Voters.
- 5.2 The Ratification Officer, in consultation with the Council, will ensure the List of



Voters prepared by the Fort William First Nation is confirmed by a Band Council Resolution.

- 5.3 A Voter may apply to the Ratification Officer to have the List of Voters revised if such a Voter believes that:
 - (a) the name of a Voter has been omitted from the List of Voters; or
 - (b) the name of a Voter is incorrectly set out or should not be included on the List of Voters.
- 5.4 A Voter may, up to and including the Voting Day, apply to the Ratification Officer to have his or her name added to the List of Voters if that Voter can provide proof of affiliation with the Fort William First Nation in the "Declaration of Membership and Eligibility To Vote" substantially in the form attached as Appendix "H", confirming their membership with the Fort William First Nation.
- 5.5 Upon receipt and confirmation of information in accordance with Article 5.3 or upon receipt and confirmation of an executed "Declaration of Membership and Eligibility To Vote" in accordance with Article 5.4, the Ratification Officer, in consultation with the Membership Registrar, may revise the List of Voters and such revision will be final.

6 INFORMATION MEETINGS

- 6.1 The Council, in consultation with the Ratification Officer, will set the date, place and time for at least two Information Meetings to be held at times and locations set by the Council.
- 6.2 At least one Information Meeting will be held after posting the Notice of Ratification Vote. The Information Meetings cannot be held at the same time as the Ratification Vote.
- 6.3 The Information Meetings will be open to all Voters and will be attended by the Ratification Officer, Fort William First Nation's legal counsel and the Fort William First Nation's financial advisor.
- 6.4 Any representative of Canada may attend the Information Meetings as observers.
- 6.5 The Council will appoint an interpreter, if necessary, who will translate the information presented at the Information Meetings to those Voters who require translation.



7 PRELIMINARY PROCEDURES

7.1 The Ratification Officer, in consultation with the Council, will:

- (a) designate the location of the Ratification Drop Off Site, and;
- (b) obtain a sufficient number of ballot boxes.

8 MAIL-IN VOTING

8.1 The Ratification Officer shall send by mail, or arrange delivery by another means such as courier or hand-distribution on the Reserve, a Mail In Ballot Package as set out in Article 8.2, at least 35 days before the Voting Day, to each Voter who is on the List of Voters.

8.2 A Mail In Ballot Package shall include:

- (a) a Notice of Ratification Vote;
- (b) a ballot with the initials of the Ratification Officer affixed on the back;
- (c) a white ballot envelope with a copy of the Mail-In Voter Declaration substantially in the form set out in Appendix "C" printed on it, in which the ballot may be sealed, and a second postage paid, brown envelope, which is pre-addressed to the Ratification Officer, in which the Voter is to enclose the sealed white ballot envelope;
- (d) a copy of the proposed Settlement Agreement and Trust Agreement initialed by a member of the Council;
- (e) a letter of instructions regarding voting by mail from the Ratification Officer; and
- (f) an information letter regarding the proposed Settlement Agreement and Trust Agreement from the Chief of Fort William First Nation.

8.3 The Ratification Officer shall place a mark opposite the name of every Voter on the List of Voters to whom a Mail-In Ballot Package has been sent.

8.4 Every Voter receiving a Mail In Ballot Package will:

- (a) after reading the information, mark his or her Ratification Ballot Question by placing an "X", a check mark or a mark within the box associated with either the word "YES" or the word "NO";

- (b) fold the ballot in a manner that conceals the Ratification Ballot Question and any mark, but exposes the Ratification Officer's initials on the back and place the ballot in the white ballot envelope and then seal it;
- (c) complete and sign the Mail-In Voter Declaration printed on the front of the white ballot envelope in the presence of a witness who has attained the full age of eighteen (18) years, and the witness shall then also sign the Declaration;
- (d) place the white ballot envelope in the postage-paid, brown envelope pre-addressed to the Ratification Officer and then seal it; and
- (e) make arrangements for mailing the postage-paid, brown envelope to the Ratification Officer at the address specified or for delivering it to the Ratification Drop Off Site, so that such sealed return envelope shall be received by the Ratification Officer before closing time on Voting Day, being Friday, December 9, 2005 at 7 p.m.

9 Opening Return Envelopes Prior to Voting Day

- 9.1 At an agreed schedule prior to closing time on Voting Day, the Ratification Officer, in respect of each return envelope, shall open the return envelope in the full view of at least two (2) Voters who will execute a "Statement of Witness" in substantially the form attached as Appendix "I". The Ratification Officer shall then place on the List of Voters an appropriate mark opposite the name of that Voter indicating that the ballot has been received:
 - (a) if the Declaration printed on the white ballot envelope has been completed and executed, the Ratification Officer shall place the white envelope in a sealed ballot box to be opened on Voting Day; or
 - (b) in the event that the Declaration has not been completed and executed, or has been improperly completed or executed, the Ratification Officer, with the First Nation's assistance, may make an attempt to notify the Voter of the deficiency and return the mail in ballot to the Voter if the Voter so chooses; or
 - (c) if the Declaration, subject to Article 9.1(b), has not been completed and executed as required and the Ratification Officer is unable to notify the Voter of the deficiency, the Ratification Officer shall, on Voting Day, make an entry on the List of Voters opposite the name of the Voter indicating that the Declaration was not completed and executed as required and follow the procedure as outlined in Article 10.3(c).



10. Voting Day Procedures

- 10.1 The Ratification Drop Off Site shall be kept open from 11:00 a.m. until 7:00 p.m. on Voting Day.
- 10.2 On Voting Day, the Ratification Officer will:
 - (a) open a ballot box and ask a Voter to witness that the ballot box is empty before any vote is cast;
 - (b) properly seal the ballot box with masking tape and a lock, place his or her signature on the seal in front of the witness, and ask the witness to place his or her signature on the seal;
 - (c) place the ballot box in view for the reception of the ballots;
 - (d) execute a "Declaration of Ratification Officer" in substantially the form attached as Appendix "D"; and
 - (e) ensure that the witness executes a "Statement of Witness" in substantially the form attached as Appendix "E".
 - (f) repeat for each ballot box if more than one is required.
- 10.3 Throughout the day on Voting Day, or as soon as practicable after the Ratification Drop-Off Site Closes at 7:00 p.m. on Voting Day, the Ratification Officer, in respect of each return envelope, shall open the return envelope in the full view of at least two Voters present, who will execute a "Statement of Witness" in substantially the form attached as Appendix "I", and the Ratification Officer shall place on the List of Voters an appropriate mark opposite the name of that Voter indicating that the ballot has been received:
 - (a) if the Declaration printed on the white ballot envelope has been completed and executed properly, the Ratification Officer shall open the white ballot envelope and, without unfolding the ballot or in any way disclosing the mark made by the Voter, verify that the ballot bears the initials of the Ratification Officer and the Ratification Officer shall deposit the ballot into one of the ballot boxes and place a line through without obliterating, the name of the Voter on the List of Voters; or
 - (b) in the event that the Declaration has not been completed and executed properly, the Ratification Officer, with the First Nation's assistance, may make an attempt to notify the Voter of the deficiency and return the mail in ballot to the Voter if the Voter so chooses; or
 - (c) if the Declaration has not been completed and executed as required and

the Ratification Officer is unable to notify the Voter of the deficiency, the Ratification Officer shall make an entry on the List of Voters opposite the name of the Voter indicating that the Declaration was not completed and executed as required, the Ratification Officer or the Deputy Ratification Officer shall mark the white ballot envelope of the Voter "VOID/IMPROPER MAIL-IN BALLOT" and place a line through, without obliterating, the name of the Voter on the List of Voters and shall neither open the white ballot envelope nor deposit the ballot enclosed therein in a ballot box, and this ballot shall not be counted as a vote cast.

- 10.4 In respect of the return envelopes opened prior to Voting Day as per Article 9, the Ratification Officer shall open the white ballot envelope in the full view of at least two (2) Voters, who will execute a "Statement of Witness" in substantially the form attached as Appendix "I", and follow the procedures outlined in Article 10.3(a), 10.3(b) and 10.3(c).
- 10.5 A Voter who receives a soiled or improperly printed ballot, or who accidentally spoils his or her ballot when marking it, will, upon returning it to the Ratification Officer or Deputy Ratification Officer, be entitled to receive another ballot. The returned ballot will be recorded as spoiled and will not be counted as a vote cast.
- 10.6 No ballots will be accepted after the time set for closing of the Ratification Drop-Off Site on Voting Day, except in the case of a Voter or Voters in a line at the Drop-Off Site at that time waiting to hand-deliver his or her ballot to the Returning Officer.

11 COUNTING OF RESULTS

- 11.1 As soon as practicable after closing time on Voting Day, the Ratification Officer, in the presence of at least one member of the Council and any other Voters who may be present, will:
 - (a) count the number of spoiled ballots according to Article 10.5 and Void/Improper mail-in ballots according to Article 10.3(c);
 - (b) examine all ballots contained in the ballot boxes;
 - (c) set aside all ballots that have not been supplied by the Ratification Officer;
 - (d) reject all ballots that:
 - (i) have not been marked as either "YES" or "NO";
 - (ii) have been marked as both "YES" and "NO";

- (iii) have any writing or mark which can identify a Voter;
- (e) not reject ballots marked other than with an "X", a check mark or a mark under Article 11.1(d), if the mark does not constitute identification of the Voter and if the intent of the Voter is clear; and
- (f) count the number of ballots marked "YES", marked "NO" and the number of rejected ballots.

- 11.2 When the results of the Ratification Vote have been determined, the Ratification Officer will:
- (a) prepare and certify a "Statement of Results of Ratification Vote" in the form attached to these Voting Guidelines as Appendix "F";
- (b) ensure that the Chief or a member of Council certifies the "Statement of Results of Ratification Vote" in the form attached to these Voting Guidelines as Appendix "F"; and
- (c) prepare and sign, under oath, a "Certification of Vote by Ratification Officer" in the form attached to these Voting Guidelines as Appendix "G".
- 11.3 The Ratification Officer will separately seal in envelopes the ballots cast and the spoiled ballots. The Ratification Officer will then affix his or her signature to the seals and deliver the envelopes to the Appeals Committee, who will retain them for sixty (60) days.
- 11.4 After sixty (60) days, unless an objection is filed in accordance with Article 14.1, the ballots cast and the spoiled ballots will be destroyed.

12 ADMINISTRATIVE AMENDMENTS

- 12.1 In order to give effect to and carry out the objectives and purpose of the Ratification Vote, the Ratification Officer and the Chief or a Councillor of the Fort William First Nation appointed by the Chief to act on his or her behalf, may agree on administrative changes to the Voting Guidelines where they deem it necessary and where they believe it will not result in any substantive change or affect the outcome of the Ratification Vote. The Ratification Officer and the Chief or a Councillor of the Fort William First Nation appointed by the Chief to act on his or her behalf, will agree to the administrative change(s) in writing.

13 THE APPEALS COMMITTEE

- 13.1 The Appeals Committee will be composed of three people: a representative of



the First Nation, a representative of Canada and an independent third party that is agreed to by both parties.

- 13.2 The Appeals Committee will be responsible for the investigation, review and resolution of appeals, if any, in regard to this Ratification Vote as further outlined in Article 14.

14 OBJECTIONS

- 14.1 A Voter who has reasonable grounds for believing that:

- (a) there was a violation of these Voting Guidelines that may affect the results of the Ratification Vote; or
- (b) there was corrupt practice that may affect the results of the Ratification Vote;

shall, within seven days from Voting Day, file an objection by forwarding by registered mail or courier to the Appeals Committee:

- (a) notice of his or her objection; and
- (b) a statutory declaration setting out the grounds for the objection.

- 14.2 Where an objection is filed under Article 14.1, the Appeals Committee will, within seven days of receiving it, forward a copy to the Ratification Officer.

- 14.3 The Ratification Officer will, within ten (10) days of receiving the objections, forward to the Appeals Committee, a statutory declaration responding to the particulars stated in the Voter's declaration.

- 14.4 The Appeals Committee may, if the material sent pursuant to this Article is not sufficient to decide the validity of the grounds of the objection, conduct such further investigations as deemed necessary.

- 14.5 Upon determination as to whether the grounds of an objection are established pursuant to Article 14.1, the Appeals Committee, by a majority vote, shall either:

- (a) dismiss the objection; or
- (b) allow it and call another vote.

Appendix "A"
Voting Guidelines
(Article 3.3)

APPOINTMENT OF DEPUTY RATIFICATION OFFICER

Date

I, _____, Ratification Officer, appoint _____ to act as my Deputy Ratification Officer in carrying out duties in accordance with the Voting Guidelines for the purpose of the Ratification Vote regarding the Fort William First Nation Settlement Agreement and Trust Agreement.

Ratification Officer

I, _____, agree to act as a Deputy to the Ratification Officer for the purpose of the Ratification Vote and promise to carry out all assigned duties to the best of my abilities and in accordance with the Voting Guidelines.

Deputy Ratification Officer



Appendix "B"
Voting Guidelines
(Article 4)

**NOTICE OF RATIFICATION VOTE
BY MAIL IN BALLOT**

TO: THE MEMBERS OF THE FORT WILLIAM FIRST NATION

TAKE NOTICE that pursuant to the Voting Guidelines, a Vote by Mail In Ballot of the Voters of the Fort William First Nation will take place to determine if the Voters of the Fort William First Nation aged 18 years or over on Voting Day, **Friday, December 9, 2005 from 11:00 a.m. to 7:00 p.m.**, approve of and assent to the proposed Settlement Agreement between Her Majesty the Queen in Right of Canada and the Fort William First Nation, annexed to this Notice as Appendix "A", and the proposed Fort William First Nation Trust Agreement, annexed to this Notice as Appendix "B".

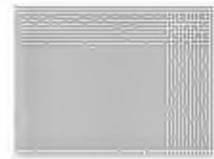
The following question will be asked of the Voters of the Fort William First Nation by secret ballot:

Do you approve of the terms and conditions set out in the Fort William First Nation Specific Claim Settlement Agreement and the Fort William First Nation Specific Claim Housing Trust Agreement, and do you authorize at least a quorum of Council to sign all documents necessary to give effect to these Agreements, on behalf of the Fort William First Nation?

The following **Information Meetings** for purposes of the Ratification Vote will be held on:

November 22, 2005	Location to be determined
November 23, 2005 7 p.m.	Fort William Community Centre 400 Anemki, Drive, Thunder Bay Fort William Indian Reserve No. 52;

Legal counsel and the financial advisor retained by the Fort William First Nation will attend the Information Meetings to answer questions regarding the proposed Settlement Agreement and Trust Agreement.



The Ratification Vote will take place by mail in ballot. **Voters are encouraged to attend one of these meetings, and if they wish, can vote and leave their mail in ballots with the Ratification Officer. On Voting Day, being Friday, December 9, 2005 from 11:00 a.m. to 7:00 p.m., there will be an opportunity for members to drop off their mail in ballots at the Ratification Drop Off Centre located at the Fort William First Nation Community Centre, 400 Anemki Drive, Thunder Bay on the Fort William Indian Reserve No. 52.**

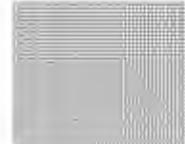
Please note that your mail-in ballot must be received by the Ratification Officer before closing time on Voting Day, being 7:00 p.m. on Friday, December 9, 2005 for your vote to be counted.

Copies of the Settlement Agreement and Trust Agreement may be obtained, at no cost to you, from the Fort William First Nation Administration Office on the Fort William Indian Reserve No. 52, (807) 623-9543; or from Gail R. Bannon, Ratification Officer, Toll Free at 1 - 866 - 892-8687.

AND FURTHER TAKE NOTICE the List of Voters, annexed to this Notice as Appendix "C" is posted with this Notice of Ratification Vote. Articles 5.3 through 5.5 of the Voting Guidelines provide:

- 5.3 A Voter may apply to the Ratification Officer to have the List of Voters revised if such a Voter believes that:
 - (a) the name of a Voter has been omitted from the List of Voters; or
 - (b) the name of a Voter is incorrectly set out or should not be included on the List of Voters.
- 5.4 A Voter may, up to and including the Voting Day, apply to the Ratification Officer to have his or her name added to the List of Voters if that Voter can provide proof of affiliation with the Fort William First Nation in the "Declaration of Membership and Eligibility To Vote" substantially in the form attached as Appendix H, confirming their membership with the Fort William First Nation.
- 5.5 Upon receipt and confirmation of information in accordance with Article 5.3 or upon receipt and confirmation of an executed "Declaration of Membership and Eligibility To Vote", the Ratification Officer, in consultation with the Membership Registrar, may revise the List of Voters and such revision will be final.

If you wish to obtain a copy of a mail-in ballot package, or you need more information on voting by mail or in person, please contact the Ratification Officer at the following address and phone number:



Gail R. Bannon
Fort William First Nation
90 Anemki Drive, Suite 200
Thunder Bay, ON P7J 1L3
Telephone: Toll Free 1 - 866 - 892-8687

DATED at Fort William, in the Province of Ontario, on this _____th day of _____,
2005.

RATIFICATION OFFICER



Appendix "C"
Voting Guidelines (Article 8.2(c))

Declaration of Mail-in Voter and Witness

In the matter of the Ratification Vote of the Fort William First Nation, held according to the Fort William Voting Guidelines,

I, _____,
(please print)

DO SOLEMNLY DECLARE THAT:

1. I am a registered member of the Fort William First Nation with a band membership/registry number _____; and will be 18 years of age or older on Voting Day;
2. My date of birth is: _____;
3. I live at _____

(full address - Optional)
4. I have read and understood the information package sent to me regarding the proposed Settlement Agreement and Trust Agreement and I have voted freely and without compulsion;
5. I have marked my ballot, folding it and showing the initials marked on the back of the ballot, and have placed the ballot in this white envelope and sealed it.

SIGNED THIS _____ day of _____, 2005,

at _____
(town/city and province/state)

TO BE COMPLETED BY WITNESS:

_____ I know the voter and I witnessed the voter's signature. OR
_____ I did assist the voter in marking the ballot according to the directions of the voter.
Declared before me
at _____

Witness Print Name/Place

this _____ day of _____, 2005.

Witness Signature (18 years of age or over)

Telephone Number

Witness Address City/Town Province Postal Code

**PLEASE NOTE THAT YOUR BALLOT WILL BE CONSIDERED VOID IF THIS DECLARATION IS NOT
SIGNED BY BOTH THE VOTER AND THE WITNESS**

**Appendix "D"**
Voting Guidelines
(Article 10.2(d))**DECLARATION OF RATIFICATION OFFICER**
(OPENING OF BALLOT BOX)

I, _____, Ratification Officer, of _____, in the Province of Ontario, DO SOLEMNLY DECLARE THAT:

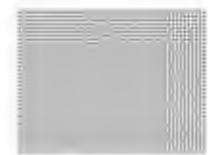
1. I was personally present at the Ratification Drop Off Site, Fort William First Nation Community Centre, on Friday, December 9, 2005, where the mail in ballots were gathered and received.
3. I opened the ballot box, saw that it was empty and I asked persons who were present to witness that the ballot box was empty.
4. I then properly sealed ballot box, in accordance with Article 10.2(b) of the Voting Guidelines and in front of those persons who were present, and placed it in view.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force as if made under oath by virtue of the Canada Evidence Act.

DECLARED BEFORE me at the _____
of _____ in the Province _____
of Ontario, this _____ day of, _____ 2005.

A Commissioner for Oaths in and for
the Province of Ontario.

Ratification Officer



Appendix "E"
Voting Guidelines
(Article 10.2(e))

STATEMENT OF WITNESS
(OPENING OF POLL)

I, _____, was personally present at the Ratification Drop Off Site, Fort William First Nation Community Centre on Friday, December 9, 2005, when Voters of the Fort William First Nation voted by mail in ballot in a Ratification Vote concerning the proposed Settlement Agreement and Trust Agreement, and:

1. I witnessed that ballot box was empty before any votes were cast in the Ratification Vote.
2. I witnessed the Ratification Officer seal the ballot box and sign the seal.
3. I signed the seal, as requested by the Ratification Officer.

Witness



Appendix "G"
Voting Guidelines
(Article 11.2(c))

CERTIFICATION OF VOTE BY RATIFICATION OFFICER

I, GAIL R BANNON, Ratification Officer, of FORT WILLIAM in the Province of ONT., DO SOLEMNLY DECLARE THAT: FN

1. I was present at the Fort William Indian Reserve No. 52, on Friday, December 9, 2005, when the Voters of the Fort William First Nation voted in a Settlement Agreement dated for reference October 21, 2005, and related documents as well as the Trust Agreement in accordance with the Fort William Voting Guidelines.
2. A true copy of the "Notice of Ratification Vote" is attached as Exhibit "A" to this declaration.
3. In accordance with Article 4.1 of the Fort William Voting Guidelines, the "Notice of Ratification Vote" was posted at least 35 days prior to the Voting Day.
4. The Fort William First Nation provided me with a list of the names and band membership numbers or birth dates of all Voters, and the last known addresses of all Voters, in accordance with Article 5 of the Fort William Voting Guidelines.
5. I attended the Information Meeting(s) set out in the "Notice of Ratification Vote" in accordance with Article 6.3 of the Fort William Voting Guidelines as follows:

November 22, 2005	Location to be determined <u>PRINCE ARTHUR HOTEL</u>
November 23, 2005	Fort William Community Centre 400 Anemki Drive, Thunder Bay on the Fort William Indian Reserve No. 52

6. The voting procedure was conducted in accordance with the Fort William Voting Guidelines.
7. The results of the Ratification Vote are set out in the "Statement of Results of Ratification Vote" attached as Exhibit "B" to this Declaration.
8. The Settlement Agreement and Trust Agreement were approved/not approved by

the Voters of the Fort William First Nation.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath by virtue of the *Canada Evidence Act*.

DECLARED before me at the)
Fort William First Nation)
of _____)
in the Province of Ontario,)
this 13 day of)
December, 2005)

A Commissioner for Oaths in)
and for the Province of)
Ontario)

Ratification Officer

SHIRLEY SALT, A COMMISSIONER, ETC.,
DISTRICT OF THUNDER BAY, FOR
FORT WILLIAM FIRST NATION.
EXPIRES MAY 4, 2007.



Appendix "H"
Voting Guidelines
(Article 5.4)

DECLARATION OF MEMBERSHIP AND ELIGIBILITY TO VOTE

I, _____, authorized to represent the Fort William First Nation, DO SOLEMNLY DECLARE THAT:

1. The name of _____, a Voter, has been omitted in error from the List of Voters; and
2. _____ (Print name of Voter) is:
 - a) a member of Fort William First Nation, and
 - b) at least 18 years of age.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force as if made under oath by virtue of the *Canada Evidence Act*. I understand that it is an offence to make a false statement in this declaration.

DECLARED BEFORE me at the

of _____ in the
Province of Ontario, this _____ day of
2005.

A Commissioner for Oaths in and for
the Province of Ontario.

The Fort William Membership
Registrar



APPENDIX 'I'
Voting Guidelines
(Articles 9 and 10)

STATEMENT OF WITNESS
OPENING OF RETURN ENVELOPES and/or WHITE BALLOT ENVELOPES
PRIOR TO VOTING DAY AND ON VOTING DAY

We, _____ and _____,
were personally present at _____ on _____,
2005, when the Ratification Officer opened return envelopes and/or white ballot
envelopes in accordance with Article 9.1 and/or Article 10.3 and/or Article 10.4 of the
Voting Guidelines.

Witness

Witness

**SCHEDULE "3"****to****SETTLEMENT AGREEMENT**

dated for reference October , 2005.

CERTIFICATE OF SOLICITOR

I, Kim Alexander Fullerton, of the Town of Oakville, in the Province of Ontario, Barrister & Solicitor, do hereby certify:

1. **THAT I am a member in good standing of the Law Society of Upper Canada qualified to practice law in the Province of Ontario.**
2. **THAT I was retained in my professional capacity to provide independent legal advice to the Fort William Band, also known as the Fort William First Nation, (the "First Nation") with respect to the specific claim submitted to Canada by the First Nation in November 1998, relating to the exchange of lands that had been surrendered by the First Nation in 1907 for a different but partially overlapping parcel of land in 1914, for the purposes of a Department of Militia and Defence (DMD) rifle range (the "Claim"), including the settlement of the Claim and the preparation, execution and implementation of the Fort William First Nation Rifle Range Settlement Agreement (the "Settlement Agreement") and the Fort William First Nation Specific Claim Trust Agreement (the "Trust Agreement").**
3. **THAT I have advised the Council of the First Nation as to the legal nature and effect upon the First Nation and its members of the Settlement Agreement and the Trust Agreement, and the implementation of the Settlement Agreement and the Trust Agreement, including, without limitation, the management and administration of the Compensation and Interest, including the use of the Compensation for the long term use and benefit of the First Nation. I have provided advice regarding the deposit of the Compensation and Interest into the Trust Account rather than into an account for the First Nation managed by the Department of Indian Affairs and Northern Development (the "Legal Issues").**
4. **THAT I was present at the following Information Meeting called for the purpose of explaining to the members of the First Nation the Settlement Agreement and the Trust Agreement:**

Location of Meeting:

Date and Time:

5. **THAT I made a presentation at the Information Meeting, to the members of the First Nation then present, regarding the Legal Issues and answered any relevant legal questions raised at the Information Meeting to the best of my professional ability.**
6. **THAT I was also available to speak in confidence with members of the First Nation to answer their questions on the Legal Issues by telephone, without charge to them personally, and that members of the First Nation were able to telephone me collect, on the following date and time, and at the following telephone number:**



Telephone Number:

Date and Time:

and other dates and times mutually agreed upon.

7. **THAT I believe that the Chief and Council and the members of the First Nation who have sought my advice on the Legal Issues are aware of the nature and consequences at law of the Settlement Agreement and the Trust Agreement.**

DATED at _____, Ontario, this ___ day of _____, 2005.

Witness to the signature of

Kim Alexander Fullerton
Barrister & Solicitor

256 Riverside Drive
Oakville, ON
L6K 3M9

Address

Address

SCHEDULE “4”
to
SETTLEMENT AGREEMENT
Dated for reference _____, 2005

CERTIFICATE OF FINANCIAL ADVISOR

I, _____, of the City of _____, in the Province of _____, (CA or CMA or other professional designation), Do Hereby Certify:

1. **THAT I am qualified (to practice as a CA or CMA or to provide financial advice) in the Province of Saskatchewan and I am a member of good standing of the _____.**
2. **THAT I was retained in my professional capacity by Chief and Council of the First Nation (the “First Nation”) to act as independent financial advisor to the First Nation to provide financial advice to the First Nation with regard to financial matters related to the Cote, Key and Keesekoose First Nations Pelly Haylands Trust Agreement (the “Trust Agreement”).**
3. **THAT I provided the Council of the First Nation independent financial advice of the kind included in the practice of public accounting (which does not include investment counseling) with respect to the Trust Agreement, the management and administration of the Compensation, including the use of the Compensation for the long term use and benefit of the First Nation. I have provided advice regarding the deposit of the Compensation into the Trust Account established pursuant to the Trust Agreement rather than into an account for the First Nation managed by the Department of Indian and Northern Development (the “Department”) including, without limitation, financial advice which contrasts the potential rates of return, potential investment risks, and income tax implications associated with placing the Compensation into the Trust Account rather than into an account managed by the Department.**
4. **THAT I was present at the following information meetings, in conjunction with legal counsel, which were called by the First Nation for the purpose of explaining to the members of the First Nation financial matters related to the Settlement Agreement and Trust Agreement:**

Location of Meetings:

Date and Time:

5. **THAT I was present at the information meetings and made a presentation at the information meetings in conjunction with legal counsel, to the members of the First Nation then present, consisting of an overview of the terms and conditions of the Trust Agreement, including the use of the Compensation payable pursuant to the Settlement Agreement for the long term use and benefit of the First Nation. I provided advice regarding the deposit of the Compensation into the Trust Account established pursuant to the Trust Agreement rather than into an account for the First Nation managed by the Department, which provided an explanation of the contents of the Trust Agreement to the**



members of the First Nation then present and answered any relevant financial questions raised at the information meetings to the best of my professional ability.

Dated at _____, this _____ day of _____, 2005

Witness to the signature of

Professional Designation

SCHEDULE "5"
to
SETTLEMENT AGREEMENT
dated for reference October , 2005

LEGAL DESCRIPTION

Legal Description of Parcel A: Parcel A consists of the lands designated as Parts 2 and 4 on Reference Plan 55R-12022 in the City of Thunder Bay.

Legal Description of Parcel B: Parcel B consists of the lands designated as Parts 5, 6 and 8 on Reference Plan 55R-12022 in the City of Thunder Bay, subject to an easement in favour of The Hydro-Electric Power Commission of Ontario over Part 6 on Reference Plan 55R-12022 as described in Instrument Number PFW2444.

Legal Description of Parcel C: Parcel C consists of the lands designated as Part 9 of Reference Plan 55R-12022 in the City of Thunder Bay.

SCHEDULE "6"
to
SETTLEMENT AGREEMENT
dated for reference October , 2005.

TRUSTEES' RECEIPT

We are the Trustees of the Fort William First Nation Specific Claim Trust established to receive and administer the Compensation and Interest paid by Canada to the Fort William Band pursuant to the Fort William Rifle Range Claim Settlement Agreement (the "Settlement Agreement").

We acknowledge receipt on the _____ day of _____, 200_____, of the sum of _____ dollars (\$_____) representing a payment credited against Article 2.1 (Compensation), plus receipt of the sum of _____ dollars (\$_____) representing a payment credited against Article 2.4 (Interest) of the Settlement Agreement.

DATED this _____ day of _____, 200_____.

The Trustees

Trustee

Trustee

Trustee

Trustee

Trustee

NOTE: This receipt may be signed by three (3) Trustees on behalf of all the Trustees if supported by a motion made and adopted in accordance with the Fort William First Nation Specific Claim Trust Agreement. This receipt may be signed in one or more counterparts, each of which shall be deemed to be an original for all purposes.

NOTE: Strike out the reference to the receipt of an additional sum representing a payment credited against Article 2.4 (Interest) if inapplicable.



Privy Council Office

Privy Council Office > PCO Secretariats

PC Number: 2006-0499

Date: 2006-06-08

Whereas the Fort William First Nation (the "First Nation") is a recognized band within the meaning of the *Indian Act*;

Whereas in 1998, the First Nation submitted a specific claim to Canada under Canada's specific claims policy, alleging that an exchange of surrendered lands in 1914 was unlawful as the lands were not expropriated or surrendered for the purposes of a rifle range for the Department of Militia and Defence;

Whereas Canada, without admitting liability, accepted the claim for negotiation in July 2000 pursuant to Canada's specific claims policy;

Whereas Canada, without admitting liability, has agreed to enter into a settlement agreement with the First Nation in full and final settlement of this claim;

Whereas pursuant to the Voting Guidelines agreed to between the parties and which are part of the settlement agreement, a ratification vote was held on December 9, 2005 to consider the settlement agreement;

Whereas a majority of the voters of the First Nation approved the settlement agreement thereby authorizing the Chief and Council of the First Nation to enter into the settlement agreement;

And whereas the settlement agreement, known as the Fort William First Nation / Canada Settlement Agreement was executed by the Chief and Council on December 9, 2005;

Therefore, Her Excellency the Governor General in Council, on the recommendation of the Minister of Indian Affairs and Northern Development, hereby:

(a) authorizes the Minister of Indian Affairs and Northern Development, on behalf of Her Majesty in

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to Information Act*

*Communiqué en vertu de la
Loi sur l'accès à l'information*

right of Canada, to enter into the Fort William First Nation / Canada Settlement Agreement, a summary of which is attached as Schedule A to this Order; and

(b) confirms that Parcel C, as described in Schedule B to this Order, has been and continues to be set apart for the use and benefit of the Fort William First Nation as part of the Fort William Indian Reserve, in the Province of Ontario.

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to Information Act*

*Communiqué en vertu de la
Loi sur l'Accès à
l'information*

Attendu que la Première Nation de Fort William (la « Première Nation ») est une bande reconnue, au sens de la *Loi sur les Indiens*;

Attendu que, en 1998, la Première Nation de a présenté au Canada une revendication particulière en vertu de la politique canadienne sur les revendications particulières. Selon la Première Nation, l'échange de terres cédées qui a eu lieu en 1914 était illégal, car ces terres n'ont pas été expropriées ni cédées pour l'aménagement d'un champ de tir pour le ministère de la Milice et de la Défense;

Attendu que le Canada, sans admettre quelque responsabilité, a jugé la revendication recevable aux fins de négociation en juillet 2000, conformément à la politique canadienne sur les revendications particulières;

Attendu que le Canada, sans admettre quelque responsabilité, a accepté de conclure un accord de règlement complet et définitif avec la Première Nation;

Attendu que, conformément aux lignes directrices sur le scrutin que les parties ont acceptées et qui font partie de l'accord de règlement, un scrutin de ratification a eu lieu le 9 décembre 2005, afin de prendre l'accord en considération;

Attendu que la majorité des votants de la Première Nation a approuvé l'accord de règlement, autorisant par le fait même le chef et son conseil à le conclure;

Attendu que l'accord de règlement, intitulé Accord de règlement entre la Première Nation de Fort William et le Canada, a été signé par le chef et son conseil le 9 décembre 2005,

À ces causes, sur recommandation du ministre des Affaires indiennes et du Nord canadien, Son Excellence la Gouverneure générale en conseil :

a) autorise ce ministre à conclure, au nom de Sa Majesté du chef du Canada, l'Accord de règlement entre la Première Nation de Fort William et le Canada, dont un sommaire figure à l'annexe A ci-jointe;

b) confirme que la parcelle C, délimitée à l'annexe B ci-jointe, a été et continue d'être mise de côté

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to Information Act*

à l'usage et au profit de la Première Nation de Fort William, comme partie de la réserve indienne de
Fort William, dans la province d'Ontario.

*Communiqué en vertu de la
Loi sur l'accès à l'information*

[\[Return to Search\]](#)

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l'information*

Date Modified: 2012-09-12



Privy Council Office

Privy Council Office > PCO Secretariats

PC Number: 2011-0450

Date: 2011-03-25

His Excellency the Governor General in Council, on the recommendation of the Minister of Indian Affairs and Northern Development, hereby sets apart the lands referred to in the annexed schedule for the use and benefit of the Fort William First Nation, a band within the meaning of the *Indian Act*, as an addition to Fort William Indian Reserve No. 52, in the Province of Ontario, effective upon the registration, pursuant to the *Registry Act*, R.S.O. 1990, c. R. 20, of the Transfer/Deed of Land by which those lands are acquired by Her Majesty in right of Canada from the Fort William First Nation Development Corp.

*Released under the Access
to Information Act*

Communiqué en vertu de la

Sur recommandation du ministre des Affaires indiennes et du Nord canadien, Son Excellence le Gouverneur général en conseil met de côté les terres mentionnées à l'annexe ci-jointe à l'usage et au profit de la Première Nation de Fort William, une bande au sens de la Loi sur les Indiens, à titre d'ajout à la réserve indienne de Fort William n° 52 en Ontario, à compter de l'enregistrement, en vertu de la Loi sur l'enregistrement des actes, L.R.O. 1990, c. R. 20, de l'acte de cession en vertu duquel Sa Majesté du chef du Canada acquiert ces terres de la Fort William First Nation Development Corp.

*Released under the Access
to Information Act*

*Communiqué en vertu de la
Loi sur l'Accès à
l'information*

SCHEDULE

In the Province of Ontario, District of Thunder Bay, City of Thunder Bay, more particularly described as:

Parts 7, 11, 19, 27, 28, 29, 30 and 32, as shown on Plan 55R-11689 deposited in the Land Registry Office at Thunder Bay, a copy of which is recorded in the Canada Lands Surveys Records as Plan 86142 at Ottawa, containing approximately 17.895 hectares.

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to Information Act*

*Communiqué en vertu de la
Loi sur l'Accès à
l'information*

ANNEXE

Dans la province de l'Ontario, district de Thunder Bay, ville de Thunder Bay, les terres plus particulièrement ainsi délimitées :

Les parties 7, 11, 19, 27, 28, 29, 30 et 32, telles qu'elles figurent sur le plan 55R-11689 déposé au bureau d'enregistrement de Thunder Bay, dont une copie est enregistrée aux Archives d'arpentage des terres du Canada à Ottawa, sous le plan numéro 86142, mesurant approximativement 17,895 hectares.

[\[Return to Search\]](#)

Date Modified: 2012-09-12

A0436406_57-000057

**FORT WILLIAM FIRST NATION
NEEBING SURRENDER SPECIFIC CLAIM**

SETTLEMENT AGREEMENT

BETWEEN

CANADA

AND

FORT WILLIAM FIRST NATION

DATED FOR REFERENCE

October 14, 2010



TABLE OF CONTENTS

SETTLEMENT AGREEMENT	PAGE
PREAMBLE	3
ARTICLE 1: DEFINITIONS AND SCHEDULES	4
ARTICLE 2: COMPENSATION.....	6
ARTICLE 3: RELEASE.....	8
ARTICLE 4: INDEMNITY	10
ARTICLE 5: NO EFFECT ON FUNDING AND PROGRAMS	12
ARTICLE 6: EFFECTIVE DATE OF SETTLEMENT AGREEMENT	12
ARTICLE 7: RATIFICATION BY THE FIRST NATION.....	12
ARTICLE 8: EXECUTION	13
ARTICLE 9: CONDITIONS PRECEDENT	13
ARTICLE 10: CONDITION SUBSEQUENT	14
ARTICLE 11: DISPUTE RESOLUTION.....	14
ARTICLE 12: REPRESENTATIONS AND WARRANTIES OF THE FIRST NATION ..	15
ARTICLE 13: FURTHER ASSURANCES.....	16
ARTICLE 14: NOTICE	16
ARTICLE 15: GENERAL PROVISIONS	17

SCHEDULE "1": BALLOT QUESTION

SCHEDULE "2": VOTING GUIDELINES

SCHEDULE "3": SOLICITOR'S CERTIFICATE

SCHEDULE "4": FINANCIAL ADVISOR'S CERTIFICATE

**FORT WILLIAM FIRST NATION
NEEBING SURRENDER CLAIM
SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT dated for reference, October 14, 2010

BETWEEN:

FORT WILLIAM FIRST NATION as represented by its duly elected Chief
and Council

(hereinafter called the "First Nation")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by
the Minister of Indian Affairs and Northern Development

(hereinafter called "Canada")

PREAMBLE

WHEREAS:

On March 25, 2002, Fort William First Nation submitted a Specific Claim to Canada as part of the Fort William Pilot Project, documenting the failures of Canada with respect to the Neebing Surrender, which was surrendered in 1859; and

Canada accepted the Neebing Surrender Claim for negotiation as set out in a letter from Michel Roy, Assistant Deputy Minister Claims and Indian Government, dated August 1, 2007, whereby Canada agreed that there was an "outstanding lawful obligation" owing to Fort William First Nation pertaining to the Neebing Surrender, and stating that Canada was prepared to enter negotiations towards a settlement that is satisfactory to both parties; and

Canada and the First Nation have negotiated the settlement set out in this Settlement Agreement in order to settle the First Nation's Claim against Canada pursuant to the Specific Claims Policy.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED
IN THIS SETTLEMENT AGREEMENT THE PARTIES AGREE AS FOLLOWS:**



ARTICLE 1

DEFINITIONS AND SCHEDULES

- 1.1 In this Settlement Agreement:
- (a) “Article” means an article of this Settlement Agreement;
 - (b) “Ballot Question” means the question asked of the Eligible Voters in a Ratification Vote substantially as set out in Schedule “1”;
 - (c) “Band Council Resolution” means a duly signed written resolution of the Council adopted at a duly convened meeting;
 - (d) “Band List” means a list of persons that is maintained under section 10 of the *Indian Act* by the First Nation;
 - (e) “Canada” means Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development;
 - (f) “Claim” means all facts, matters and issues, losses and damages of any nature or kind, arising or resulting from the Neebing Surrender specific claim;
 - (g) “Council” means the Council of the First Nation, which is a “council of the band” within the meaning of the *Indian Act* and “councillor” means a member of the Council;
 - (h) “Department” means the Department of Indian Affairs and Northern Development, as established pursuant to the *Department of Indian Affairs and Northern Development Act*, R.S.C. 1985, c.I-6;
 - (i) “Effective Date” means the later of the dates on which this Settlement Agreement is executed by at least a quorum of Council on behalf of the First Nation, and by the Minister on behalf of Canada;
 - (j) “Eligible Voter” means a Member who is an elector as defined by the *Indian Act* on the Voting Day;
 - (k) “Financial Institution” means any bank or trust company that is a member institution for which the Canada Depository Insurance Corporation has a duty to insure deposits pursuant to the *Canada Deposit Insurance Corporation Act*, R.S.C. 1985, c.C-3;



- (l) **“First Nation”** means the Fort William First Nation which is a “band” as defined by the *Indian Act* composed collectively of its members listed from time to time on its “Band List”;
 - (m) **“First Nation Operating Account”** means an account opened at a Financial Institution by the First Nation for the receipt of the compensation.
 - (n) **“Indian Act”** means the *Indian Act*, R.S.C. 1985, c.I - 5; and its regulations as amended or replaced from time to time;
 - (o) **“Information Meeting”** means a meeting held pursuant to the Ratification Voting Guidelines at which the First Nation’s negotiators, legal counsel, and financial advisor(s) explain the Claim, the terms of this Settlement Agreement, including all of the Schedules;
 - (p) **“Member”** means a person whose name appears on the First Nation’s Band List on the Voting Day;
 - (q) **“Minister”** means the Minister of Indian Affairs and Northern Development or the Minister’s duly authorized representative;
 - (r) **“Parties”** means the First Nation and Canada;
 - (s) **“Ratification Vote”** means a vote on the Ballot Question, conducted in accordance with the Voting Guidelines;
 - (t) **“Settlement Agreement”** means this settlement agreement including Schedules 1 to 4 only;
 - (u) **“Specific Claims Policy”** means Canada’s policy on specific claims as set out in the Government of Canada 1982 publication entitled “Outstanding Business, A Native Claims Policy” as amended from time to time;
 - (v) **“Voting Guidelines”** are those guidelines attached as Schedule 2 to this Settlement Agreement;
 - (w) **“Voting Day”** means the day set for holding the Ratification Vote.
- 1.2 Except as otherwise defined in this Settlement Agreement, any words used in this Settlement Agreement, which are defined in the *Indian Act* have the same meaning as they have in the *Indian Act*.

1.3 The following Schedules are attached to this Settlement Agreement:

Schedule "1" Ballot Question

Schedule "2" Voting Guidelines

Schedule "3" Solicitor's Certificate

Schedule "4" Financial Advisor's Certificate

ARTICLE 2

COMPENSATION

- 2.1 Subject to the terms and conditions set out in this Settlement Agreement, Canada agrees to pay to the First Nation, and the First Nation agrees to accept, the sum of twenty two million, one hundred and twelve thousand and three hundred and eighteen dollars (\$22,112,318.00).**
- 2.2 The agreed upon amount is inclusive of all costs incurred by the First Nation in connection with the negotiation and ratification of the Settlement Agreement, including all legal costs. Loan funding received by the First Nation in the amount of three hundred and eighty thousand four hundred and fifty eight dollars (\$380,458.00) will be deducted from this payment.**
- 2.3 The balance of the compensation due to the First Nation is therefore in the amount of twenty one million, seven hundred and thirty one thousand and eight hundred and sixty dollars (\$21,731,860.00) which shall be paid by Canada in one lump sum payment within 45 days of the Effective Date of this Agreement.**
- 2.4 Payment of the compensation is subject to the condition precedent that the First Nation has opened the First Nation Operating Account, and the information required by Canada to make the payment has been provided to Canada's negotiator.**
- 2.5 Canada agrees that if the compensation is not paid in full within the time frame set out in Article 2.3, Canada will pay to the First Nation interest at the Bank of Canada's Target for the Overnight Rate plus two (2%) per annum on any unpaid amounts from the date such payment was due and payable until payment is made by Canada.**

- 2.6 Following the execution of the Settlement Agreement in accordance with Article 8, the First Nation authorizes and directs Canada to deposit the compensation into the First Nation Operating Account.
- 2.7 The Parties agree that the compensation is not "Indian moneys" within the meaning of the *Indian Act* and accordingly, the provisions of the *Indian Act* with respect to the management of Indian moneys shall not apply to the compensation.
- 2.8 Canada's sole responsibility and obligation to the First Nation with respect to the compensation is to pay and deposit it in accordance with Article 2.6. Canada shall bear no responsibility or liability whatsoever with respect to the administration or management of the compensation, once paid to the First Nation, including, without restricting the generality of the foregoing, in respect of its safe custody, investment, management, preservation of capital or interest, or for the rate of return obtained thereon, or for any loss of the compensation, in whole or in part, whether through investment or failure of a Financial Institution or otherwise.

ARTICLE 3**RELEASE**

3.1 In consideration of the compensation paid by Canada to the First Nation and the mutual fulfillment of the promises in this Settlement Agreement, the First Nation agrees to:

- (a) forever release and discharge Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, which the First Nation and the past, present and future members of the First Nation and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have or may in the future have against Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns with respect to the Claim, including all costs incurred by the First Nation for research, preparation, negotiation and settlement of the Claim, and ratification of the Settlement Agreement, including legal fees;**
- (b) forever release and discharge Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns from any past, present or future obligation or liability, whether in law, in equity or otherwise, to the First Nation and the past, present and future members of the First Nation and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have or may in the future have against Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns, relating to or arising from the fact that Canada has paid the compensation pursuant to Article 2, or related to or arising from the deposit by Canada of the compensation pursuant to Article 2, and any subsequent deposit, withdrawal, use, management or any other dealings with respect to the compensation by the First Nation; and**
- (c) not assert any action, cause of action, suit, claim or demand whatsoever, whether in law, in equity or otherwise, which the First Nation and the past, present and future members of the First Nation and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have or may in the future have against Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns with respect to:**



- (i) the Claim and all costs incurred by the First Nation for research, preparation, negotiation and settlement of the Claim, and ratification of the Settlement Agreement, including legal fees;
- (ii) the procedures followed pursuant to the Voting Guidelines attached to this Settlement Agreement as well as the execution of this Settlement Agreement by the First Nation;
- (iii) the deposit of the compensation into the First Nation Operating Account and the subsequent administration, management and disbursement of the compensation, or any loss therefrom whether caused by the First Nation or other representatives; and
- (iv) the representations and warranties of the First Nation under Article 11.

- 3.2 Nothing in this Article is intended, nor shall it be construed, as affecting any action, cause of action, suit, claim or demand whatsoever whether known or unknown, and whether in law, in equity or otherwise, which the First Nation and the past, present and future members of the First Nation and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have, or may in the future have against Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns with respect to any other claim that the First Nation may have that does not relate directly to the Claim.
- 3.3 The releases set out in this Article do not release Canada from the due performance of its obligations arising from this Settlement Agreement and nothing herein shall prevent or restrict the First Nation from pursuing any legal remedies for non-performance by Canada.
- 3.4 Canada shall not be entitled to and it shall not rely on this Article if Canada fails to pay the compensation in accordance with the provisions of Article 2 of this Settlement Agreement.



ARTICLE 4

INDEMNITY

- 4.1 For the purposes of Article 4, "Claimant" means a past, present and future member of the First Nation.
- 4.2 Subject to the provisions of Article 4.7, the First Nation agrees to indemnify and forever save harmless Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns from and against any and all obligation, liability, duty, loss or damage resulting directly or indirectly from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, brought by any Claimant, their heirs, descendants, executors, successors and assigns against Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns that the Claimant with respect to:
- (a) the Claim, including all costs incurred by the First Nation for research, preparation, negotiation and settlement of the Claim, and ratification of the Settlement Agreement, including legal fees;
 - (b) the procedures followed pursuant to the Voting Guidelines attached to this Settlement Agreement as well as the execution of this Settlement Agreement by the First Nation;
 - (c) the deposit of the compensation into the First Nation Operating Account and the subsequent administration, management and disbursement of the compensation, or any loss therefrom, whether caused by the First Nation or other representatives;
 - (d) the representations and warranties of the First Nation under Article 12; and
 - (e) provided that such obligation, liability, duty, loss or damage has been awarded or determined by a decision or order of a court or other tribunal of competent jurisdiction, or by a settlement (whether or not court proceedings have been instituted) consented to by the First Nation, and notice has been given to the First Nation pursuant to Article 4.3.
- 4.3 Canada shall provide notice to the First Nation by registered mail of any claim which may reasonably give rise to indemnification under this Article. Such notice shall be sufficient to enable the First Nation to identify the claim and the Claimant and to protect its interests in a court proceeding or settlement.

- 4.4 Canada shall assume and control the defence and any negotiations relating to any action or cause of action, suit, claim or demand referred to in Article 4.2. Canada agrees that it will not refuse to defend itself based solely on the existence of this Article.
- 4.5 Any demand by Canada for indemnification shall be made in writing, and if the amount so claimed is not paid by the First Nation within one hundred twenty (120) days of receipt of such notice, Canada shall be entitled to invoke all rights and remedies provided by law to recover any amounts owed by the First Nation.
- 4.6 The First Nation shall be entitled to defend, at its own expense, against any claim against Canada which may give rise to a right of indemnity under this Article, and may make such investigation, negotiation and settlement of any claim as it deems expedient. This entitlement, however, shall in no way:
- (a) mean that the First Nation is entitled to represent Canada, and any of its Ministers, officials, servants, employees, agents, successors and assigns; or
 - (b) affect the rights or abilities of Canada, and any of its Ministers, officials, servants, employees, agents, successors and assigns to defend any such claim including, without limitation, the appointment of counsel.
- 4.7 Notwithstanding Articles 4.1 to 4.6, inclusive, Canada agrees that it shall not be entitled to, and it shall not rely on the indemnity provided by this Article if Canada fails to pay the compensation in accordance with Article 2 of this Settlement Agreement.

ARTICLE 5

NO EFFECT ON FUNDING AND PROGRAMS

- 5.1** Federal programs and services will continue to apply to the First Nation on the same basis as to other bands in Canada as if this Settlement Agreement had not been executed, in accordance with the criteria established from time to time for the application of such programs and funding.
- 5.2** This Settlement Agreement does not restrict the First Nation from being eligible to apply for and to receive funding under government programs and other forms of assistance provided by Canada on the same basis as other First Nations in Canada, in accordance with the criteria established from time to time for the application of such programs and funding.

ARTICLE 6

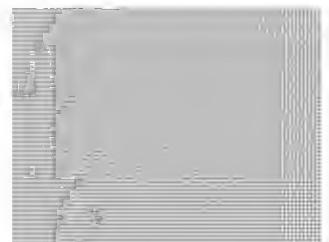
EFFECTIVE DATE OF SETTLEMENT AGREEMENT

- 6.1** This Settlement Agreement shall come into effect and bind the Parties only upon the later of the following dates:
 - (a) the date on which this Settlement Agreement is executed by at least a quorum of the Council in accordance with Article 8.1; and
 - (b) the date on which this Settlement Agreement is executed by Canada in accordance with Article 8.2.

ARTICLE 7

RATIFICATION BY THE FIRST NATION

- 7.1** The First Nation agrees to and approves the terms and conditions of the Settlement Agreement, and authorizes at least a quorum of the Council to sign the Settlement Agreement if, at the Ratification Vote, a majority (over 50%) of the Eligible Voters of the First Nation vote and a majority (over 50%) of the votes cast by the Eligible Voters are in favour of the Settlement Agreement.



- 7.2 If, at a Ratification Vote held pursuant to Article 7.1, a majority (over 50%) of the Eligible Voters of the First Nation do not vote, but a majority (over 50%) of the votes cast are in favour of the Settlement Agreement, a second Ratification Vote may be called by the Minister at the request of the First Nation.
- 7.3 Where a second Ratification Vote is held pursuant to Article 7.2, the First Nation agrees to and approves the terms and conditions of the Settlement Agreement, and authorizes at least a quorum of the Council to sign the Settlement Agreement if, at the second Ratification Vote, a majority (over 50%) of the votes cast by the Eligible Voters are in favour of the Settlement Agreement.
- 7.4 If required approval and assent pursuant to Article 7.1 (or, in the case of a second vote, Article 7.3) is not obtained from the First Nation, the Settlement Agreement shall not be signed on behalf of the First Nation and shall have no effect.
- 7.5 The Ratification Vote with respect to the Settlement Agreement shall be conducted in accordance with the Voting Guidelines.

ARTICLE 8

EXECUTION

- 8.1 This Settlement Agreement shall be executed by at least a quorum of the Council on behalf of the First Nation following ratification of this Settlement Agreement in accordance with Article 7.
- 8.2 This Settlement Agreement shall be executed by the Minister on behalf of Canada after the conditions precedent set out in Article 9 have been met.

ARTICLE 9

CONDITIONS PRECEDENT

- 9.1 Canada and the First Nation agree that the following are conditions precedent to any obligation by Canada to execute this Settlement Agreement:
 - (a) ratification of the Settlement Agreement by the First Nation in accordance with Article 7;
 - (b) execution of the Settlement Agreement by the First Nation in accordance with Article 8.1;

- (c) The First Nation Operating Account has been opened, and the information required by Canada to make the payment has been provided to Canada's negotiator;
- (d) execution of this Settlement Agreement by the Minister on behalf of Canada has been authorized;
- (e) funds for the payment of the compensation have been approved and appropriated for that purpose by Canada;
- (f) receipt by Canada of the Solicitor's Certificate from the First Nation's legal counsel, dated as of the date of signing of this Settlement Agreement by the First Nation, substantially in the form attached as Schedule "3"; and
- (g) receipt by Canada of the Financial Adviser's Certificate from the First Nation's financial adviser, dated as of the date of signing of this Settlement Agreement by the First Nation, substantially in the form attached as Schedule "4".

ARTICLE 10

CONDITION SUBSEQUENT

- 10.1 Upon payment in full of the compensation payable pursuant to Article 2, the First Nation shall acknowledge to Canada, in a Band Council Resolution, that Canada's obligations pursuant to Article 2 have been met.

ARTICLE 11

DISPUTE RESOLUTION

- 11.1 In the event of a dispute between the Parties arising out of this Settlement Agreement, the Parties agree to fully explore resolution through negotiation or other appropriate dispute resolution procedures, including mediation, before resorting to litigation.

ARTICLE 12

REPRESENTATIONS AND WARRANTIES OF THE FIRST NATION

12.1 The First Nation represents and warrants that:

- (a) the First Nation intends to use the compensation for the use and benefit of the First Nation and will take such actions as it deems necessary or advisable, with the advice of its legal counsel, to give effect to that intent;
- (b) Prior to the execution of this Settlement Agreement, the membership of the First Nation has ratified the terms of this Settlement Agreement based upon the advice of its independent legal and financial advisors, as evidenced by Schedules 3 and 4;
- (c) the First Nation, via its Council, has retained independent legal counsel qualified to practice law in the Province of Ontario to advise the First Nation with regard the signing and delivery of the Settlement Agreement;
- (d) the First Nation's legal counsel has provided to the First Nation, via its Council, independent legal advice with respect to the negotiation, preparation, signing and delivery of the Settlement Agreement;
- (e) the First Nation, via its Council, has retained an independent financial advisor qualified to practice in the Province of Ontario to provide financial advice to the First Nation with regard to the compensation being deposited to the First Nation Operating Account ;
- (f) the First Nation's financial advisor has provided the First Nation, via the Council, independent financial advice of the kind included in the practice of public accounting with respect to the management and administration of the compensation, and the deposit of the compensation into the First Nation Operating Account rather than into an account for the First Nation managed by the Department including, without limitation, financial advice which contrasts the potential rates of return, potential investment risks, and tax implications associated with placing the compensation into the First Nation Operating Account rather than into an account managed by the Department;
- (g) an interpreter fluent in the native language of the First Nation members was present and available to those Members in need of an interpreter (if there were any such Members) at all times during the Information Meeting and the Ratification Vote.



ARTICLE 13

FURTHER ASSURANCES

- 13.1 The Parties shall in good faith agree to do such things, execute such further documents and take such further measures as may be necessary to carry out and implement the terms, conditions, intent and meaning of this Settlement Agreement.
- 13.2 The First Nation confirms that by the Ratification Vote held on December 4, 2010, it has authorized at least a quorum of the present Council, and succeeding Councils, to act for and on behalf of the First Nation and its heirs, descendants, legal representatives, successors and assigns to do such things, sign such further documents and take such further measures as may be necessary to carry out and implement the terms, conditions, intent and meaning of this Settlement Agreement.
- 13.3 This Settlement Agreement shall not be construed so as to abrogate or derogate from existing aboriginal and treaty rights of the First Nation or the Members of the First Nation as recognized and affirmed by Section 35 of the *Constitution Act, 1982*.
- 13.4 This Settlement Agreement is not a treaty within the meaning of Section 35 of the *Constitution Act, 1982*.

ARTICLE 14

NOTICE

- 14.1 Any notice or other written communication required or permitted to be given under this Settlement Agreement will be given as follows:
 - (a) to Canada:

Assistant Deputy Minister
Treaties and Aboriginal Government
Department of Indian Affairs and Northern Development
Les Terrasses de la Chaudière
10 Wellington Street
GATINEAU QC K1A 0H4

FAX: (819) 953-0545

(b) to the First Nation:

Chief and Council
Fort William First Nation
90 Anemki Drive
Suite 200
Thunder Bay, Ontario
P7C 4Z2

FAX: (807) 623 - 5190

14.2 Any notice may be delivered personally or sent by facsimile or registered mail to either Party at the addresses set out in Article 14.1. The notice will be presumed to have been received by the Party:

- (a) if delivered personally, on the day that it was delivered;
- (b) if sent by facsimile, on the next business day after it was transmitted; and
- (c) if sent by registered mail, on the earlier of the day it was received and the fifth day after it was mailed.

During an actual or anticipated postal disruption or stoppage, the mail will not be used by either Party, and if used such notice will be of no effect.

ARTICLE 15

GENERAL PROVISIONS

Binding on the Parties

15.1 This Settlement Agreement is for the benefit of and is binding upon Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns and upon the First Nation and any of their respective heirs, descendants, legal representatives, successors and assigns.

Members of House of Commons

- 15.2 No member of the House of Commons shall be admitted to any share or part of this Settlement Agreement or to any benefit arising from this Settlement Agreement.

No Admission of Fact or Liability

- 15.3 This Settlement Agreement is entered into by Canada and the First Nation without any admission of fact or liability whatsoever with respect to the Claim.

Headings and Table of Contents

- 15.4 The insertion of headings and recitals, and the provision of a table of contents, are solely for convenience and in no way modify or explain the scope or meaning of any part of this Settlement Agreement.

Expanded Meanings

- 15.5 Words in the singular include the plural and words in the plural include the singular.

- 15.6 Words importing male persons include female persons and corporations.

No Presumption of Ambiguity

- 15.7 There shall be no presumption that any ambiguity in any of the terms of this Settlement Agreement should be interpreted in favour of any Party.

Assignment

- 15.8 The Parties agree that the rights and obligations of the Parties to this Settlement Agreement may not be assigned or otherwise transferred without the prior written consent of the other Party.

Amendment

- 15.9 No amendment, modification or waiver of any provision of this Settlement Agreement shall have any legal effect unless such amendment, modification or waiver is expressed in writing and has been duly executed by the Parties in the same manner as this Settlement Agreement. Notwithstanding the above, the Council and Canada may agree in writing from time to time to amend this Settlement Agreement for any of the following purposes:



- (a) to effect changes which are agreed by both Parties to be merely administrative or procedural in character;
- (b) to remove any conflicts or inconsistencies which may exist between any of the terms of this Settlement Agreement and any provision of any applicable law or regulation, so long as the Council and Canada agree that such amendments will not be prejudicial to the interests of the First Nation or Canada; or
- (c) to correct any typographical error in this Settlement Agreement, or to make corrections or changes required for the purpose of curing or correcting clerical omission, mistake, manifest error or the ambiguity arising from defective or inconsistent provisions contained in this Settlement Agreement.

15.10 Amendments made pursuant to Article 15.9 (a), (b) or (c) will be made by written agreement between a quorum of the Council on behalf of the First Nation, and by the Regional Director General on behalf of Canada.

Waiver

15.11 No waiver of any provision of this Settlement Agreement shall have any legal effect unless such waiver is expressed in writing and has been duly signed by the Party making the waiver in the same manner as this Settlement Agreement was signed by that Party.

Applicable Law

15.12 This Settlement Agreement shall be governed by the applicable laws of Canada.

15.13 This Settlement Agreement sets out the entire agreement between the Parties with respect to the Claim. There is no representation, warranty, collateral agreement, undertaking or condition affecting this Settlement Agreement, except as expressly set out herein. This Settlement Agreement supercedes and revokes all previous agreements entered into during the course of the negotiation of the Claim, whether oral or in writing between the Parties with respect to the Claim.

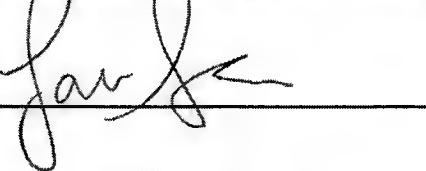
References to Statutes and Regulations

15.14 All references in this Settlement Agreement to statutes and regulations of Canada shall include, unless a contrary intention is expressed, any such statute or regulation as the same may be amended, re-enacted or replaced from time to time.



IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development, on behalf of Her Majesty The Queen in Right of Canada has executed this Settlement Agreement on 2 March, 2010, and at least a quorum of the Council of the Fort William First Nation, on behalf of the Fort William First Nation, have hereunto set their respective hands on December 5 2010.

SIGNED on behalf of HER MAJESTY
THE QUEEN IN RIGHT OF CANADA, as
represented by the Minister of Indian Affairs
and Northern Development, in the presence
of:

Signature: 

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)
)
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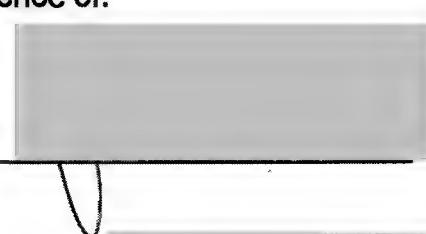
Name of Witness: Tarc Shanhan

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Address: 10 Wellington
Gatineau, QC K1A 0H4


Minister of Indian Affairs
and Northern Development

SIGNED on behalf Fort William First Nation
by at least a quorum of
the Council of the First Nation
in the presence of:

Signature: 

)
)
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)
)
)

Per: _____ Chief

Name of Witness: 

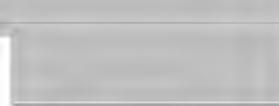
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Per: _____ Councillor

Address: 

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Per: _____ Councillor

(As to all signatures) 

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Per: _____ Councillor

Per  Councillor

Per: _____
Councillor

Per [REDACTED] **Councillor**

Per: **Councillor**

Per: _____ Councillor

Per: _____

Per: [REDACTED] Counselled

Per: _____

SCHEDULE "1"

BALLOT QUESTION

Do you approve of the terms and conditions set out in the Fort William First Nation Neebing Surrender Specific Claim Settlement Agreement and do you authorize at least a quorum of Council to sign all documents necessary to give effect to this Agreement on behalf of the Fort William First Nation?

YES

NO

Mark this Ballot by placing an “X” in the box under the word “YES” or “NO”.



SCHEDULE “2”

FORT WILLIAM FIRST NATION

NEEBING SURRENDER CLAIM

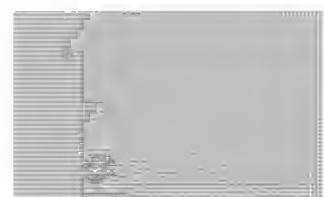
VOTING GUIDELINES

October 14, 2010



TABLE OF CONTENTS

ARTICLE 1: DEFINITIONS	2
ARTICLE 2: BAND COUNCIL RESOLUTIONS	3
ARTICLE 3: GENERAL RESPONSIBILITIES OF THE RATIFICATION OFFICER	4
ARTICLE 4: VOTERS LIST	6
ARTICLE 5: INFORMATION MEETINGS.....	7
ARTICLE 6: MAIL-IN VOTING	7
ARTICLE 7: COLLECTING AND SECURING RETURN ENVELOPES BEFORE VOTING DAY.....	9
ARTICLE 8: VOTING DAY PROCEDURES.....	9
ARTICLE 9: COUNTING BALLOTS AND REPORTING RESULTS.....	11
ARTICLE 10: ADMINISTRATIVE AMENDMENTS	13
ARTICLE 11: APPEALS COMMITTEE	13
ARTICLE 12: OBJECTIONS.....	14
APPENDIX A: APPOINTMENT OF DEPUTY RATIFICATION OFFICER	16
APPENDIX B: NOTICE OF RATIFICATION VOTE	17
APPENDIX C: DECLARATIONS OF MAIL-IN VOTER AND WITNESS	19
APPENDIX D: DECLARATION OF RATIFICATION OFFICER UPON SEALING A BALLOT BOX.....	20
APPENDIX E: STATEMENT OF WITNESS REGARDING SEALING A BALLOT BOX	21
APPENDIX F: STATEMENT OF RESULTS OF THE NEEBING SURRENDER CLAIM RATIFICATION VOTE.....	22
APPENDIX G: CERTIFICATION OF VOTE	23
APPENDIX H: DECLARATION OF MEMBERSHIP AND ELIGIBILITY TO VOTE	24
APPENDIX I: STATEMENT OF WITNESS UPON OPENING OF RETURN ENVELOPES	25



ARTICLE 1: DEFINITIONS

1. In these Voting Guidelines:

- 1.1. “Appeals Committee” means the Committee described in Article 11;
- 1.2. “Ballot Question” means the question set out in Schedule 1 of the Settlement Agreement to which Voters will be asked to vote “Yes” or “No;”
- 1.3. “Council” means the Council of Fort William First Nation, which is a “council of the band” within the meaning of the *Indian Act*;
- 1.4. “Deputy” means a person appointed by the Ratification Officer in accordance with the provisions of Article 3.
- 1.5. “Designated Member of Council” is the member of the Council of FWFN who is the primary contact for the Ratification Officer for matters that will or may require approval by Council;
- 1.6. “End of the Voting Day” means 8:00 pm on Voting Day;
- 1.7. “FWFN” means Fort William First Nation;
- 1.8. “Information Meeting” means a meeting as described in Article 5;
- 1.9. “Mail-In Ballot Package” means a package of materials for Voters to vote by mail as described in Article 6;
- 1.10. “Member” means a person whose name appears on the Membership list that is maintained by FWFN in accordance with its Membership Code pursuant to Section 10 of the *Indian Act*, R.S.C. 1985, c. I-5, and amendments thereto;
- 1.11. “Membership Registrar” means a person designated by Council to be responsible for deciding on membership and eligibility issues for purposes of the Ratification Vote;
- 1.12. “Notice of Ratification Vote” means a notice to the Voters of FWFN substantially in the form of the sample contained in Appendix B;
- 1.13. “Ratification Vote” means a vote by the Voters on the Ballot Question;
- 1.14. “Ratification Officer” means a person appointed by Council to oversee the Ratification Vote;
- 1.15. “Reserve” means the Fort William Indian Reserve No. 52;
- 1.16. “Return Envelope” means a postage-paid envelope included in the Mail-In Ballot Package that is addressed to the Ratification Officer.

- 1.17. "**Settlement Agreement**" means the Agreement between Canada and FWFN dated for reference October 14, 2010;
 - 1.18. "**Voter**" means any **Member** of FWFN who is eighteen (18) years of age or older on **Voting Day**;
 - 1.19. "**Voters List**" means the list of FWFN **Members** who are **Voters** for purposes of this **Ratification Vote**;
 - 1.20. "**Voting Day**" means the day established by **Council** for the **Ratification Vote**;
 - 1.21. "**Voting Guidelines**" means this document including its Appendices; and
 - 1.22. "**Voting Station**" means the location on the Reserve where **Voters** can vote in person or drop off their ballots on **Voting Day**.
2. Any words defined in the **Settlement Agreement** will have the same meaning in these **Voting Guidelines** unless otherwise indicated. In the event of discrepancies, the definition contained in the **Settlement Agreement** will prevail.
 3. In calculating the number of days between two events, the day on which the first event happens is excluded, but the day on which the second event happens is included.
 4. In these **Voting Guidelines**, words in the singular include the plural, and words in the plural include the singular.

ARTICLE 2: BAND COUNCIL RESOLUTIONS

1. By Band Council Resolution at least 42 days before the **Voting Day**, the **Council** will resolve to:
 - 1.1. approve, or amend and approve these **Voting Guidelines**;
 - 1.2. order that a **Ratification Vote** be taken in accordance with these **Voting Guidelines**;
 - 1.3. establish the **Voting Day**;
 - 1.4. appoint a **Ratification Officer** to oversee and administer the **Ratification Vote** by holding the responsibilities and performing the duties required by these **Voting Guidelines**;
 - 1.5. appoint a **Membership Registrar** if that position is vacant or will be vacant between the date of the **Council** resolution and **Voting Day**; and



- 1.6. approve the **Voters List** prepared by the **Membership Registrar** for use by the **Ratification Officer**;
 - 1.7. appoint a **Designated Member of Council** who will liaise between the **Ratification Officer** and the **Council** for the purpose of implementing these **Voting Guidelines**;
 - 1.8. approve anything covered by Paragraph 2 or Paragraph 3 of this Article.
2. By Band Council Resolution at least 35 days before Voting Day, the Council will resolve to:
- 2.1. approve the **Notice of Ratification Vote**;
 - 2.2. recommend that **Voters** approve the **Settlement Agreement**;
 - 2.3. approve the **Mail-In Ballot Package**;
 - 2.4. appoint a **Member of FWFN** to the **Appeals Committee**;
 - 2.5. appoint an interpreter, if necessary, who will translate the information presented at the **Information Meeting** to those **Voters** in attendance who may require translation; and
 - 2.6. approve other arrangements as may be recommended by the **Ratification Officer**.
3. By Band Council Resolution at least 7 days before Voting Day, the Council will resolve to:
- 3.1. confirm the person on the **Appeals Committee** who is jointly selected by the appointees of **FWFN** and **Canada**; and
 - 3.2. approve other arrangements as may be recommended by the **Ratification Officer**.

ARTICLE 3: GENERAL RESPONSIBILITIES OF THE RATIFICATION OFFICER

1. The **Ratification Officer** will establish a secure office in the **FWFN Band Office** or at another location, appointed with necessary desks, chairs, filing cabinets, a computer, telephone, fax machine and other office equipment and supplies as required.
 - 1.1. The **Ratification Officer** will obtain a Canada Post box number and advise **Members** of contact information such as telephone and fax numbers and an email address.
 - 1.2. The **Ratification Officer** will make arrangements for separate financial accounting in order that costs are monitored, accounts are paid and a summary report is prepared in accordance with Paragraph 7 of this Article.



2. The Ratification Officer may appoint one or more Deputies at any time before Voting Day.
 - 2.1. To appoint a Deputy, the Ratification Officer and the Deputy will execute an Appointment of Deputy Ratification Officer form substantially in the form of Appendix A.
 - 2.2. The duties of each Deputy will be assigned by the Ratification Officer from time to time.
 - 2.3. Although the Ratification Officer has overall responsibility for the Ratification Vote and carrying out the duties contained in these Voting Guidelines, a Deputy may carry out any duties assigned by the Ratification Officer that are in accordance with these Voting Guidelines.
3. The Ratification Officer will liaise with the Designated Member of Council on matters requiring approval by the Council by Band Council Resolution as described in Article 2, such as but not limited to the date for the Ratification Vote and the locations, dates and times for the Information Meetings.
4. The Ratification Officer will prepare the Notice of Ratification Vote substantially in the form of Appendix B, and, after it is approved by Council, post it together with a copy of the Settlement Agreement and a copy of the Voters List at least 30 days prior to Voting Day at a location or locations likely to be attended by Voters.
5. The Ratification Officer will prepare and distribute a Mail-In Ballot Package to every Voter on the Voters List.
 - 5.1. The Ratification Officer will establish secure procedures to collect Return Envelopes from the Canada Post box and to receive Return Envelopes that Voters drop off in person before Voting Day.
 - 5.2. The Ratification Officer will ensure that Return Envelopes collected or received before Voting Day are kept in a secure location until they are brought to the Voting Station.
6. The Ratification Officer will be responsible for overseeing the Voting Station on Voting Day and ensure arrangements to facilitate orderly voting, including but not limited to:
 - 6.1. accessibility;
 - 6.2. confirming the eligibility of Voters who choose to vote in person;
 - 6.3. provision of privacy screens to ensure that Voters may mark their ballots in secret;
 - 6.4. provision for receiving Return Envelopes from Voters who use the mail-in voting procedure but then decide to deliver the Return Envelopes in person;
 - 6.5. ballot boxes;
 - 6.6. security; and

- 6.7. making other arrangements as may be required.
7. Within 30 days of the completion of the **Ratification Vote**, the **Ratification Officer** will produce a summary report to the **Council** containing a report on costs incurred, and also containing a description of any issues, concerns or problems that arose during the **Ratification Vote**, together with recommendations, if any, about changes that should be considered for future ratification votes on other Land Claims.

ARTICLE 4: VOTERS LIST

1. The **Membership Registrar** will be responsible for updating the **Voters List**, including names and band membership numbers or birth dates, together with last known contact information.
2. The **Membership Registrar** will arrange for **Council** to approve the **Voters List**.
 - 2.1. After approval by **Council**, the **Membership Registrar** will provide the **Voters List** to the **Ratification Officer**, along with addresses and other contact information.
3. A **Voter** may apply to the **Ratification Officer** to have the **Voters List** revised if he or she believes that a name has been omitted, is incorrect, or should not be included.
 - 3.1. A **Voter** may make this application up to the **End of the Voting Day**.
 - 3.2. To support any such application, the **Voter** must provide proof of affiliation with **FWFN** by completing and signing the Declaration of Membership and Eligibility to Vote form substantially in the form of Appendix H.
4. Upon receipt and confirmation of the information in the Declaration of Membership and Eligibility to Vote form, the **Ratification Officer**, in consultation with the **Membership Registrar**, will revise the **Voters List**.
5. A decision by the **Ratification Officer** in accordance with Paragraph 4 of this Article shall be final for purposes of the **Ratification Vote**, and, even if such decision is later proven to be based on incorrect information, shall not be grounds to object or appeal the results of the **Ratification Vote** in accordance with Article 12 of these **Voting Guidelines**.



ARTICLE 5: INFORMATION MEETINGS

1. The **Ratification Officer**, in consultation with the **Designated Member of Council**, will recommend the dates, places and times for **Information Meetings**.
 - 1.1. At least one **Information Meeting** must be held on the **Reserve**.
 - 1.2. The second and any other **Information Meeting** may be held at any locations approved by the **Council**.
 - 1.3. The **Information Meeting** held on the **Reserve** and the second and any other **Information Meeting** cannot be held earlier than one week after the **Mail-In Ballot Packages** have been mailed nor less than ten days before **Voting Day**.
2. All **Information Meetings** will be open to all **Voters** and must be attended by a representative of **Council**, the **Ratification Officer**, legal counsel and a financial advisor.
3. **Voters** may choose to vote during an **Information Meeting** and hand-deliver the **Mail-In Ballot Package** to the **Ratification Officer** at that time.
4. Canada may send an observer to any **Information Meeting** with advance notice to **Council**.

ARTICLE 6: MAIL-IN VOTING

1. The **Ratification Officer** shall send by mail, or arrange delivery by another means such as courier or hand-distribution on the **Reserve**, a **Mail-In Ballot Package** as set out in Paragraph 2 of this Article at least 28 days before the **Voting Day**, to every **Voter** who is on the **Voters List**.
2. Each **Mail-In Ballot Package** shall include:
 - 2.1. a copy of the **Notice of Ratification Vote**;
 - 2.2. a copy of the proposed **Settlement Agreement**, all pages of which have been initialled by the **Chief** or a **designated Member of Council**;
 - 2.3. an information letter from the **Council** about the proposed **Settlement Agreement**;
 - 2.4. an instruction letter from the **Ratification Officer** about voting by mail or in person;
 - 2.5. a ballot with the initials of the **Ratification Officer** affixed on the back;



- 2.6. a white ballot envelope with the Declarations of Mail-In Voter and Witness substantially in the form of Appendix C printed on it; and
- 2.7. a postage-paid **Return Envelope** that is pre-addressed to the **Ratification Officer**, in which the **Voter** is to enclose the sealed white ballot envelope containing the ballot.
3. The **Ratification Officer** shall place a mark opposite the name of every **Voter** on the **Voters List** to whom a **Mail-In Ballot Package** has been sent.
4. Every **Voter** receiving a **Mail-In Ballot Package** may read the information provided, and then:
 - 4.1. answer the **Ballot Question** by placing an "X" or a check mark or other mark within the box associated with either the word "YES" or the word "NO" on the ballot;
 - 4.2. fold the ballot in a manner that conceals the **Ballot Question** and any mark made by the **Voter**, but exposes the **Ratification Officer's initials** on the back;
 - 4.3. place the ballot in the white ballot envelope and seal it;
 - 4.4. complete and sign the Declarations of Mail-In Voter and Witness printed on the front of the white ballot envelope in the presence of a witness who must be eighteen (18) years of age or older;
 - 4.5. ensure that the witness also fills in and signs the Declarations of Mail-In Voter and Witness;
 - 4.6. place the white ballot envelope in the postage-paid **Return Envelope** and then seal it; and
 - 4.6.1. mail the **Return Envelope** soon enough to ensure it arrives at the Canada Post box on or before the last business day before **Voting Day**; or
 - 4.6.2. arrange to deliver the return envelope to the **Ratification Officer** by 4:00 pm on the last business day before **Voting Day**; or
 - 4.6.3. deliver it to the **Voting Station** on **Voting Day**.
5. Any **Return Envelope** that arrives at the Canada Post box after close of business on the last business day before **Voting Day** will not be opened, which means that the vote contained in that **Return Envelope** will not be counted in the **Ratification Vote**.
6. **Voters** may vote in person at the **Voting Station** on **Voting Day**.



ARTICLE 7: COLLECTING AND SECURING RETURN ENVELOPES BEFORE VOTING DAY

1. After the **Mail-In Ballot Packages** have been distributed, the **Ratification Officer** will ensure that **Return Envelopes** are collected from the Canada Post box.
 - 1.1. The **Ratification Officer** will ensure witnesses and security for picking up **Return Envelopes**.
2. At the close of business on the last business day before **Voting Day**, the **Ratification Officer** will arrange for a final pick up of **Return Envelopes** from the Canada Post box.
3. The **Ratification Officer** will ensure that all **Return Envelopes** that have been collected from the Canada Post box, or that have been dropped off by **Voters** are stored, unopened, in a secure location.
4. The **Ratification Officer** will bring all **Return Envelopes** collected or received before **Voting Day** to the **Voting Station** on **Voting Day**.

ARTICLE 8: VOTING DAY PROCEDURES

1. On **Voting Day**, the **Ratification Officer** will open and close the **Voting Station**.
 - 1.1. The **Voting Station** will be opened at 9:00 a.m. and will remain open until the **End of the Voting Day** at 8:00 p.m.
 - 1.2. The **Ratification Officer** will not permit any **Voters** to enter the **Voting Station** for purposes of voting after the **End of the Voting Day**.
2. The **Ratification Officer** or a **Deputy** shall be in attendance at the **Voting Station** at all times when it is open.
3. Immediately upon opening the **Voting Station**, the **Ratification Officer** will:
 - 3.1. Open an empty ballot box and ask a **Voter** to witness that the ballot box is empty;
 - 3.2. Seal the ballot box with masking tape and a lock, place his or her signature on the seal in front of the witness, and ask the witness to place his or her signature on the seal;
 - 3.3. Place the sealed ballot box in full view for the reception of the ballots;



- 3.4. Execute a Declaration of Ratification Officer Upon Sealing a Ballot Box form substantially in the form of Appendix D;
 - 3.5. Ensure that the witness executes a Statement of Witness Regarding Sealing a Ballot Box form substantially in the form of Appendix E; and
 - 3.6. Repeat this procedure for each ballot box required on **Voting Day**.
4. **Voters who arrive at the Voting Station in person either with or without their Mail-In Ballot Package** will be asked by the **Ratification Officer** to confirm their identity (if deemed necessary by the **Ratification Officer**, this may be done by filling out the Declarations of Mail-In Voter and Witness form in which case the **Ratification Officer** or another eligible person in the **Voting Station** at the time would be the witness) or by completing and signing the Declaration of Membership and Eligibility to Vote form.
- 4.1. Upon confirmation of eligibility to participate in the **Ratification Vote**, the **Ratification Officer** will either:
 - 4.1.1. Accept the ballot from the **Mail-In Ballot Package** that the **Voter** has already marked, ensuring that it is folded so as to cover any mark but reveal the initials on the back, confirm the initials and deposit it in the ballot box; or
 - 4.1.2. Initial a ballot on the back and provide it to the **Voter** who will mark it in secret, fold it so as to cover any mark but reveal the initials on the back, and then hand it back to the **Ratification Officer** who will confirm his or her initials and deposit it in the ballot box.
 - 4.2. The **Ratification Officer** will then place a line through the name of the **Voter** on the **Voters List** indicating that the **Voter's** ballot has been deposited in the ballot box.
5. **No Voter** may vote more than once.
 6. A **Voter** who receives a soiled or improperly printed ballot, or who accidentally spoils his or her ballot will, upon returning it to the **Ratification Officer**, be entitled to receive a fresh ballot. The returned ballot will be marked "void" and put in an envelope marked "replaced ballots" by the **Ratification Officer** and not counted.
 7. No ballots will be accepted after the **End of the Voting Day** except in the case of a **Voter** who is already in line inside the **Voting Station** at that time, waiting to vote in person or hand-deliver his or her **Mail-In Ballot Package** to the **Ratification Officer**.
 8. After the **Voting Station** is closed, the **Ratification Officer** will open the **Return Envelopes** in the full view of at least one **Deputy** and at least one other **Voter** who will execute a Statement of Witness Upon Opening of Return Envelopes substantially in the form of Appendix I.

9. Upon opening each **Return Envelope**, the **Ratification Officer** will check that the **Declarations of Mail-In Voter and Witness** form on the white ballot envelope was completed and executed properly.
- 9.1. If the Declaration printed on the white ballot envelope has been completed and executed properly, the **Ratification Officer** will check to see that the name of the **Voter** on the **Voters List** does not already have a line through it indicating that the **Voter's** ballot has already been deposited in the ballot box.
- 9.2. If the **Voter's** name does not have a line through it, the **Ratification Officer** will open the white ballot envelope and, without unfolding the ballot or in any way viewing or disclosing the mark made by the **Voter**, verify that the ballot bears the initials of the **Ratification Officer**, and then deposit the ballot into the ballot box and place a line through the name of the **Voter** on the **Voters List** indicating that the **Voter's** ballot has been deposited in the ballot box.
- 9.3. If the ballot does not bear the initials of the **Ratification Officer**, the **Ratification Officer** will mark "VOID/NO INITIALS" on it without unfolding the ballot or in any way viewing or disclosing the mark made by the **Voter**, deposit it into the ballot box for safe-keeping until the ballots are counted, and place a line through the name of the **Voter** on the **Voters List** indicating that the **Voter's** ballot has been deposited in the ballot box.
- 9.4. If the **Ratification Officer** has drawn a line through the name of a **Voter** on the **Voters List** in accordance with Paragraphs 4.2, 9.2, 9.3 or 10 of this Article and then a **Return Envelope** is opened containing a white ballot envelope from the same **Voter**, the **Ratification Officer** will mark the white ballot envelope with "VOID/VOTED IN PERSON" and set it aside, and the ballot shall not be counted as a vote cast.
10. If, upon opening a **Return Envelope**, the **Ratification Officer** finds that the **Declarations of Mail-In Voter and Witness** form has not been completed or executed as required, the **Ratification Officer** shall make an entry on the **Voters List** opposite the name of the **Voter** indicating that the **Declarations of Mail-In Voter and Witness** form was not completed or executed as required, mark the white ballot envelope of the **Voter** "VOID/IMPROPER MAIL-IN BALLOT" and place a line through the name of the **Voter** on the **Voters List**.

ARTICLE 9: COUNTING BALLOTS AND REPORTING RESULTS

1. As soon as practicable after all of the **Return Envelopes** have been opened and all of the ballots deposited in the ballot box or boxes in accordance with Article 8, the **Ratification Officer**, in the



presence of at least one **Deputy**, at least one Member of **Council** and any other **Voters** who may be present, will:

- 1.1. open the ballot box or boxes;
 - 1.2. examine all ballots contained in the ballot box or boxes;
 - 1.3. set aside all ballots that do not bear the initials of the **Ratification Officer**; and
 - 1.4. set aside all ballots that appear to be spoiled in accordance with Paragraph 2 of this Article.
2. Ballots that are considered to be spoiled may have the following characteristics:
 - 2.1. they may have not been marked as either "YES" or "NO";
 - 2.2. they may have been marked as both "YES" and "NO";
 - 2.3. they may have any other writing or marks, including marks that would identify the **Voter** or marks that cause confusion in the mind of the **Ratification Officer** as to the intent of the **Voter**.
 3. The **Ratification Officer** will not consider a ballot to be spoiled if it is marked with something other than an "X", a check mark (V) or any other mark, as long as the intent of the **Voter** is clear and unambiguous.
 4. The **Ratification Officer** will then count the remaining ballots, making a determination as to whether the intent of each **Voter** was to answer the **Ballot Question** by indicating "YES" or "NO."
 - 4.1. The **Ratification Officer** will make a record of the ballots marked "YES," the ballots marked "NO," the number of spoiled ballots, the number of ballots marked with "VOID/NO INITIALS" and the number of white ballot envelopes marked with "VOID/IMPROPER MAIL-IN BALLOT."
 5. When the counting of the ballots is complete, the **Ratification Officer** will:
 - 5.1. prepare and sign a Statement of Results of Ratification Vote essentially in the form of Appendix F;
 - 5.2. ensure that the Chief or a Member of **Council** also signs the Statement of Results of Ratification Vote; and
 - 5.3. prepare and sign a Certification of Vote form essentially in the form of Appendix G.
 6. The **Ratification Officer** will seal in separate envelopes the ballots marked "YES," the ballots marked "NO," the ballots determined to have been spoiled, the white ballot envelopes marked "VOID/IMPROPER MAIL-IN BALLOT," the ballots marked "void" that were replaced, and the ballots set aside because they did not bear the initials of the **Ratification Officer**.



- 6.1. The Ratification Officer will affix his or her signature to the seals on each of the envelopes and deliver them to the Appeals Committee.

ARTICLE 10: ADMINISTRATIVE AMENDMENTS

1. After the Notice of Ratification Vote has been distributed but before Voting Day, the Ratification Officer may encounter a situation that, in his or her opinion, requires a change to some aspect of these Voting Guidelines.
2. In these circumstances, the Ratification Officer will advise the Designated Member of Council, the Chief and legal counsel by way of a brief written summary of the problem, together with a recommendation about any change recommended.
3. Providing that the recommended change is of an administrative or technical nature that the Ratification Officer, the Designated Member of Council, the Chief and legal counsel all agree will not result in any substantive change or affect the outcome of the Ratification Vote, the Ratification Officer may implement the change after the Ratification Officer, the Designated Member of Council, the Chief and legal counsel sign off on the recommendation prepared by the Ratification Officer in accordance with Paragraph 2 of this Article.
4. If the Ratification Officer, the Designated Member of Council, the Chief or legal counsel believe that the recommended change is or may be substantive, and may have a significant effect on the outcome of the Ratification Vote, the matter will be referred to the Council for a decision.

ARTICLE 11: APPEALS COMMITTEE

1. The Appeals Committee will be composed of three people: a representative of FWFN; a representative of Canada; and an independent third person that is agreed to by the representatives named by FWFN and Canada, and then confirmed by Council in accordance with Article 2, Paragraph 3.1.
2. The Appeals Committee will be responsible for the investigation, review and resolution of any objections regarding any aspect of this Ratification Vote filed in accordance with Article 12.



3. The Appeals Committee will not open the sealed envelopes provided by the Ratification Officer in accordance with Paragraph 6 of Article 9 unless their contents are required for the investigation of an objection filed in accordance with Article 12.

- 3.1. If no objection is filed, the Appeals Committee will destroy the sealed envelopes sixty (60) days after the Day of the Vote.
- 3.2. If one or more objections is filed, the Appeals Committee may open the sealed envelopes if necessary and use the contents as may be required to investigate the objection(s).
 - 3.2.1. The Appeals Committee will destroy the envelopes and all of their contents sixty (60) days after making its decision(s).

ARTICLE 12: OBJECTIONS

- 1. A Voter may file an objection if he or she has reasonable grounds to believe that:
 - 1.1. A violation of these Voting Guidelines that may have affected the results of the Ratification Vote occurred between the date that the Notice of Ratification Vote was posted and the End of the Voting Day; or
 - 1.2. A corrupt practice occurred that may have affected the results of the Ratification Vote.
- 2. To be recognized, any such objection must be filed by registered mail or courier to the Appeals Committee, and contain:
 - 2.1. Notice of the objection;
 - 2.2. A statutory declaration setting out the grounds for the objection; and
 - 2.3. Evidence such as a receipt from Canada Post or a courier that the objection was filed for delivery not later than the end of the tenth calendar day after Voting Day.
- 3. When an objection meets the criteria established by Paragraph 2 of this Article, the Appeals Committee will acknowledge receipt of the objection, and forward a copy of it to the Ratification Officer with a request for a response by a deadline that the Appeals Committee considers to be appropriate (normally expected to be within 10 days or two weeks) .
- 4. Upon receipt of the objection from the Appeals Committee, the Ratification Officer will acknowledge receipt and prepare a statutory declaration in response to the Voter's objection, and provide other appropriate information to the Appeals Committee by the deadline.



5. Upon receipt of the response from the Ratification Officer, the Appeals Committee may make a decision about the objection or may conduct such further investigations as it believes may be necessary.
6. After obtaining all the information the Appeals Committee believes it requires, it shall make a decision by a majority vote to:
 - 6.1. Dismiss the objection; or
 - 6.2. Agree that the objection is valid, or may have some validity, but that the violation or corrupt practice was unlikely to have affected the outcome of the Ratification Vote that the matter would best be dealt with through recommended changes in Voting Guidelines or other changes in future; or
 - 6.3. Agree that the objection is valid and that the violation or corrupt practice is so serious as to have likely affected the outcome, and call another Ratification Vote; or
 - 6.4. Make any other decision or recommendation that the Appeals Committee considers to be appropriate in the circumstances.



APPENDIX A: APPOINTMENT OF DEPUTY RATIFICATION OFFICER

Date

I, _____, **Ratification Officer**, appoint _____ to act as my **Deputy** in carrying out duties assigned by me in accordance with the **Voting Guidelines** for the purpose of the **Ratification Vote** regarding the Neebing Surrender Claim.

Ratification Officer

I, _____, agree to act as a **Deputy** to the **Ratification Officer** for the purpose of the **Ratification Vote** and promise to carry out all duties assigned by the **Ratification Officer** to the best of my abilities and in accordance with the **Voting Guidelines**.

Deputy

APPENDIX B: NOTICE OF RATIFICATION VOTE

TO: THE MEMBERS OF THE FORT WILLIAM FIRST NATION

TAKE NOTICE that pursuant to the **Voting Guidelines** approved by the Chief and **Council** of Fort William First Nation on October 8, 2010, a **Ratification Vote** will take place to determine if FWFN approves of and assents to the proposed **Settlement Agreement** for the Neebing Surrender Claim annexed to this Notice as Attachment #1. The **Ratification Vote** will be on Saturday, December 4, 2010.

The question on the ballot is:

Do you approve of the terms and conditions set out in the Fort William First Nation Neebing Surrender Claim Settlement Agreement and do you authorize at least a quorum of Council to sign all documents necessary to give effect to this Agreement on behalf of the Fort William First Nation?

Information Meetings for purposes of the **Ratification Vote** will be held at the following places and times:

Location #1, time

Location #2, time

Legal counsel and the financial advisor retained by the **Council of FWFN** will attend the **Information Meetings** to answer questions regarding the proposed **Settlement Agreement**.

All eligible **Voters** of FWFN (Members who are 18 years of age or older on **Voting Day**) will be receiving a **Mail-In Ballot Package**. Voting in advance by mail is encouraged, but voting in person will be permitted at the **Voting Station (location)** that will be open between 9:00 am and 8:00 pm on Saturday, December 4, 2010. **Voters** may also drop off their **Return Envelopes** before **Voting Day** at the office of the **Ratification Officer** which is located at **(location)**.

It is the responsibility of **Voters** to mail their **Return Envelopes** in sufficient time for it to be received at the Canada Post box by the end of business on Friday, December 3, 2010. **Return Envelopes** that are not mailed may be dropped off at the office of the **Ratification Officer** at the Band Office before 4:00 pm on Friday, December 3, 2010 or hand-delivered to the **Ratification Officer** at the **Voting Station** before it is



closed at the End of the Voting Day which is 8:00 pm on Saturday, December 4, 2010. Ballots not received by the preceding dates and times will not be counted.

Copies of the Settlement Agreement will be included in the Mail-In Ballot Package, along with explanatory information. A postage-paid Return Envelope addressed to the Ratification Officer will also be included.

AND FURTHER TAKE NOTICE that the Voters List containing the names of all Members of FWFN over the age of 18 years on Voting Day has been posted in the Band Office and at various other locations on the Reserve, and that Article 4 of the Voting Guidelines that deals with the Voters List provides as follows:

3. *A Voter may apply to the Ratification Officer to have the Voters List revised if he or she believes that his or her name has been omitted, or is incorrect, or should not be included.*
 - 3.1. *A Voter may make this application up to the End of the Voting Day.*
 - 3.2. *To support any such application, the Voter must provide proof of affiliation with FWFN by completing and signing the Declaration of Membership and Eligibility to Vote form substantially in the form of Appendix H.*
4. *Upon receipt and confirmation of the information in the "Declaration of Membership and Eligibility to Vote" form, the Ratification Officer, in consultation with the Membership Registrar, may revise the Voters List.*

If you require further information or clarification, the Ratification Officer appointed by the Council is Kimberley Pelletier who may be contacted by telephone during office hours at (phone number, collect calls will be accepted), by fax at (fax number), or by email at (email address).

The Ratification Officer may also be contacted by mail at (mail address) or in person during business hours at (office location).

DATED at Fort William First Nation, in the Province of Ontario, this _____ day of _____, 2010.

RATIFICATION OFFICER



APPENDIX C: DECLARATIONS OF MAIL-IN VOTER AND WITNESS

(to be printed on the white ballot envelope included in each Mail-in Ballot Package)

**NOTICE: YOUR BALLOT WILL BE VOID IF YOU DO NOT COMPLETE AND SIGN THIS DECLARATION
AND IF THIS DECLARATION IS NOT ALSO COMPLETED AND SIGNED BY A WITNESS**

VOTER DECLARATION: I, _____,
(please print name)

DO SOLEMNLY DECLARE THAT:

1. I am a registered Member of Fort William First Nation and that my band membership/registry number is _____;
2. My date of birth is _____ which means that I will be 18 years of age or older on December 4, 2010;
3. I have read and understand the information package sent to me regarding the proposed Settlement Agreement and I have voted freely and without compulsion;
4. I have marked my ballot, folding it and showing the initials marked on the back of the ballot, and have placed the ballot in this white envelope and sealed it.

Signature

Date

Address

Telephone Number

WITNESS DECLARATION: I hereby declare that I am 18 years of age or older and know the Voter, and that I witnessed his/her signature or that I assisted the Voter in marking the ballot according to his/her directions.

Name (please print)

Signature

Date

Address

Telephone Number



APPENDIX D: DECLARATION OF RATIFICATION OFFICER UPON SEALING A BALLOT BOX

In the matter of the **Ratification Vote** for the Neebing Surrender Claim held on December 4, 2010:

I, _____, Ratification Officer, DO SOLEMNLY DECLARE THAT:

1. I opened ballot box number _____, saw that it was empty, and asked persons who were present to witness that the ballot box was empty;
2. I then closed and sealed ballot box number _____ in accordance with Article 8 of the **Voting Guidelines** in front of those persons who were present; and that
3. I then place the sealed ballot box number _____ in full view of those persons who were present; and
4. The sealed ballot box number _____ remained in full view for the duration of the **Voting Day**.

I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force as if made under oath by virtue of the *Canada Evidence Act*.

Signature

Date



APPENDIX E: STATEMENT OF WITNESS REGARDING SEALING A BALLOT BOX

In the matter of the **Ratification Vote** for the Neebing Surrender Claim held on December 4, 2010:

I, _____, DO SOLEMNLY DECLARE THAT:
(print name)

1. I was present at the **Voting Station** when the **Ratification Officer** asked me to witness the sealing of ballot box number ____;
2. I saw that the ballot box was empty;
3. I watched the **Ratification Officer** seal the empty ballot box and sign the seal;
4. I also signed the seal at the request of the **Ratification Officer**;
5. The **Ratification Officer** then put ballot box number ____ in full view of those who were present.

Signature of Witness

Date

APPENDIX F: STATEMENT OF RESULTS OF THE NEEBING SURRENDER CLAIM RATIFICATION VOTE

In the matter of the Neebing Surrender Claim Ratification Vote held on December 4, 2010, we hereby state that the results are as follows:

1. The names of _____ Voters appeared on the **Voters List**;
2. _____ **Mail-In Ballot Packages** were mailed or distributed;
3. _____ **Return Envelopes** were received before **Voting Day** and _____ **Return Envelopes** were received on **Voting Day** for a total of _____ **Return Envelopes** received;
4. When the **Return Envelopes** were opened, _____ **Mail-In Voter and Witness Declarations** were marked "VOID/IMPROPER MAIL-IN BALLOT" and were therefore set aside;
5. This resulted in _____ mail-in ballots being cast;
6. _____ **Voters** voted in person at the **Voting Station** rather than bringing their ballots to the **Voting Station** in the **Return Envelopes**;
7. The total number of ballots cast was therefore _____;
8. A total of _____ ballots were considered to be spoiled or set aside because they did not bear the initials of the **Ratification Officer**;
9. A total of _____ ballots were marked "YES;"
10. A total of _____ ballots were marked "NO."

Accordingly, we certify that _____ **Voters** (_____ % of eligible **Voters**) voted in the **Ratification Vote** and that of these, _____ votes (_____ %) were spoiled or set aside, _____ votes (_____ %) were in favour of the **Ballot Question** and _____ votes (_____ %) were opposed.

Ratification Officer

Chief or Member of Council



APPENDIX G: CERTIFICATION OF VOTE

In the matter of the **Ratification Vote** for the Neebing Surrender Claim held on December 4, 2010, I DO SOLEMNLY SWEAR THAT:

1. I was present at the Fort William Indian Reserve No. 52 on December 4, 2010 when the **Voters** of Fort William First Nation voted in a **Ratification Vote** regarding this **Claim**;
2. I had overall responsibility for overseeing the **Ratification Vote** in accordance with the **Voting Guidelines**, and used my best efforts in this regard;
3. A true copy of the Notice of Ratification Vote is attached as Exhibit "A" to this Declaration;
4. In accordance with the **Voting Guidelines**, the Notice of Ratification Vote was posted at least 28 days prior to the **Voting Day**;
5. The **FWFN Membership Registrar** provided me with a list of the names and band membership numbers or birth dates of all **Voters**, and the last known contact information for all **Voters**, and I attempted to ensure that every **Voter** received a **Mail-In Ballot Package**;
6. I attended the **Information Meeting(s)** set out in the Notice of Ratification Vote;
7. The voting procedures for voting by mail and voting in person and for counting of ballots were all carried out in accordance with the **Voting Guidelines**; and
8. The results of the **Ratification Vote** are set out in the Statement of Results of Ratification Vote attached as Exhibit "B" to this Declaration.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath by virtue of the *Canada Evidence Act*.

Ratification Officer

Date

DECLARED before me at _____ on the _____ day of _____, 2010.

Commissioner for Oaths in and for the Province of Ontario



APPENDIX H: DECLARATION OF MEMBERSHIP AND ELIGIBILITY TO VOTE

In the matter of the **Ratification Vote** for the Neebing Surrender Claim held on December 4, 2010:

I, _____, the Fort William First Nation Membership Registrar,
(print name)

DO SOLEMNLY DECLARE THAT:

I examined evidence provided by _____ and determined that the evidence is sufficient for me to conclude and believe that _____ is a Member of Fort William First Nation who is over the age of 18 years on December 4, 2010 and is therefore eligible to vote in the **Ratification Vote** regarding the Neebing Surrender Claim.

I recommended to the **Ratification Officer** that _____ be added to the **Voters List** for the purpose of this **Ratification Vote**.

I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath by virtue of the *Canada Evidence Act*. I understand that it is an offence to make a false statement in this declaration.

Signature

DECLARED BEFORE me at _____ in the Province of Ontario this ___ day of _____, 2010.

Commissioner for Oaths in and for the Province of Ontario



APPENDIX I: STATEMENT OF WITNESS UPON OPENING OF RETURN ENVELOPES

In the matter of the **Ratification Vote** for the Neebing Surrender Claim held on December 4, 2010:

I, _____, was present at the **Voting Station**
(print name)

between _____ and _____ during which time I watched the **Ratification Officer**
(time) (time)

and at least one **Deputy** open **Return Envelopes** and white ballot envelopes in accordance with the provisions of Article 8 of the **Voting Guidelines** which I have read and understand.

Signature

Date



SCHEDULE 3

SOLICITOR'S CERTIFICATE

I, Kim Alexander Fullerton, of the Town of Oakville, in the Province of Ontario, Barrister & Solicitor, do hereby certify:

1. **THAT** I am a member in good standing of the Law Society of Upper Canada qualified to practice law in the Province of Ontario.
2. **THAT** I was retained in my professional capacity to provide independent legal advice to the Fort William First Nation, also known as the Fort William Band, (the "First Nation") with respect to the terms of the Neebing Surrender Specific Claim (the "Claim"), including the settlement of the Claim and the preparation, execution and implementation of the Settlement Agreement (the "Settlement Agreement").
3. **THAT** I have advised the Council of the First Nation as to the legal nature and effect upon the First Nation and its members of the Settlement Agreement and the implementation of the Settlement Agreement, including, without limitation, the management, disbursement and use of the compensation and the deposit of the compensation into a First Nation Operating Account rather than into an account for the First Nation managed by the Department of Indian Affairs and Northern Development (the "Legal Issues").
4. **THAT** I was present at the following Information Meeting called for the purpose of explaining to the members of the First Nation the Settlement Agreement:

Location of Meeting:

Date and Time:

Fort William First Nation
Community Centre

November 20, 2010
1:00 to 3:00 pm

5. **THAT** I made a presentation at the Information Meeting, to the members of the First Nation then present, regarding the legal issues and answered any relevant legal questions raised at the Information Meeting to the best of my professional ability.

6. **THAT I was also available to speak in confidence with members of the First Nation to answer their questions on the Legal Issues by telephone, without charge to them personally, and that Members of the First Nation were able to telephone me collect, on the following date and time, and at the following telephone number:**

Telephone Number:

905-849-1700

Date and Time:

December 1, 2010
9:00 am to 5:00 pm

and other dates and times mutually agreed upon.

7. **THAT I believe that the Chief and Council and the members of the First Nation who have sought my advice on the Legal Issues are aware of the nature and consequences at law of the Settlement Agreement..**

DATED at Fort William First Nation, Ontario, this 5th day of December, 2010.



Witness to the signature of



Kim Alexander Fullerton
Barrister & Solicitor



Address



Address

SCHEDULE 4

FINANCIAL ADVISOR'S CERTIFICATE

I, Blair Smith of the Province of Ontario, do hereby certify:

1. **THAT I am a Chartered Accountant with the Institute of Chartered Accountants of Ontario.**
2. **THAT I was retained in my professional capacity to provide independent financial advice to the Fort William First Nation, also known as the Fort William Band (the "First Nation"), with respect to the terms of the Neebing Surrender Specific Claim Settlement Agreement (the "Settlement Agreement") dealing with the deposit of the compensation into a First Nation Operating Account rather than into an account managed by the Department.**
3. **THAT I have provided the First Nation independent financial advice with respect to the Settlement Agreement, the management, investment, disbursement and use of the compensation and the deposit of the compensation into a First Nation Operating Account rather than into an account for the First Nation managed by the Department of Indian Affairs and Northern Development including, without limitation, financial advice which contrasts the potential rates of return, potential investment risks, and tax implications associated with placing the compensation into a First Nation Operating Account rather than into an account managed by the Department (the "Financial Issues").**
4. **THAT I was present at the following Information Meeting called for the purpose of explaining to the members of the First Nation the Settlement Agreement:**

Location of Meeting:

Date and Time:

**Fort William First Nation
Community Centre**

**November 20, 2010
1:00 to 3:00 pm**

5. **THAT I made a presentation at the Information Meeting, to the members of the First Nation then present, regarding the Financial Issues and answered any relevant financial questions raised at the Information Meeting to the best of my professional ability.**

6. **THAT I believe that the Chief and Council and the members of the First Nation who have sought my advice on the Financial Issues are aware of the financial nature and consequences of the Settlement Agreement.**

DATED at Fort William First Nation, Ontario, this 5th day of December, 2010.



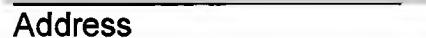
Witness to the signature of



Address



Blair Smith, CA



Address

**FORT WILLIAM FIRST NATION
LOCH LOMOND WATER PIPELINE SPECIFIC CLAIM**

**SETTLEMENT AGREEMENT
BETWEEN
CANADA
AND
THE FORT WILLIAM NATION**

**DATED FOR REFERENCE
OCTOBER 19, 2009**



TABLE OF CONTENTS

SETTLEMENT AGREEMENT	PAGE
PREAMBLE.....	3
ARTICLE 1: DEFINITIONS AND SCHEDULES.....	4
ARTICLE 2: COMPENSATION.....	6
ARTICLE 3: RELEASE	8
ARTICLE 4: INDEMNITY	10
ARTICLE 5: NO EFFECT ON FUNDING AND PROGRAMS	12
ARTICLE 6: EFFECTIVE DATE OF SETTLEMENT AGREEMENT	12
ARTICLE 7: RATIFICATION BY THE FIRST NATION.....	12
ARTICLE 8: EXECUTION	13
ARTICLE 9: CONDITIONS PRECEDENT.....	13
ARTICLE 10: CONDITION SUBSEQUENT	14
ARTICLE 11: DISPUTE RESOLUTION	14
ARTICLE 12: REPRESENTATIONS AND WARRANTIES OF THE FIRST NATION...14	14
ARTICLE 13: FURTHER ASSURANCES.....	16
ARTICLE 14: NOTICE.....	16
ARTICLE 15: GENERAL PROVISIONS	17
 SCHEDULE "1": BALLOT QUESTION	
SCHEDULE "2": VOTING GUIDELINES	
SCHEDULE "3": SOLICITOR'S CERTIFICATE	
SCHEDULE "4": FINANCIAL ADVISOR'S CERTIFICATE	

**FORT WILLIAM FIRST NATION
LOCH LOMOND WATER PIPELINE CLAIM
SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT dated for reference October 19, 2009

BETWEEN:

THE FORT WILLIAM FIRST NATION as represented by its duly elected Chief and Council

(hereinafter called the "First Nation")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Indian Affairs and Northern Development

(hereinafter called "Canada")

PREAMBLE

WHEREAS:

On November 29, 2005, Fort William First Nation submitted a Specific Claim to Canada as part of the Fort William Pilot Project, alleging breaches of fiduciary obligations by Canada with respect to the surrender in 1906 of 45.19 acres of reserve land for the construction of the Loch Lomond water pipeline.

Canada accepted the Loch Lomond Water Claim for negotiation on July 4, 2008, on the basis that the surrender constituted an exploitative bargain and that, in accepting the surrender, Canada breached its fiduciary duty to prevent the exploitative transaction.

Canada and the First Nation have negotiated the settlement set out in this Settlement Agreement in order to settle the First Nation's Claim against Canada pursuant to the Specific Claims Policy.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS SETTLEMENT AGREEMENT THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1

DEFINITIONS AND SCHEDULES

1.1 In this Settlement Agreement:

- (a) "**Article**" means an article of this Settlement Agreement;
- (b) "**Ballot Question**" means the question asked of the Eligible Voters in a Ratification Vote substantially as set out in Schedule "1";
- (c) "**Band Council Resolution**" means a duly signed written resolution of the Council adopted at a duly convened meeting;
- (d) "**Band List**" means a list of persons that is maintained under section 10 of the *Indian Act* by the First Nation;
- (e) "**Canada**" means Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development;
- (f) "**Claim**" means all facts, matters and issues, losses and damages of any nature or kind, arising or resulting from one or more of the following allegations:
 - I. In exercising its discretionary control in the surrender of the First Nation's riparian right, the Crown was under an obligation to deal with that right in the best interests of the First Nation. Canada breached its duty by failing to grant the right to the City but proceeded to grant two pipeline rights of way on the Reserve which knowingly encouraged and facilitated the City's taking of water from the Reserve without compensation.
 - II. The Crown breached its fiduciary duty to the First Nation by failing to receive fair and appropriate compensation for the right of way for the pipeline, roads and pole-lines granted in the 1910 ROW Agreement. The 100 foot right of way was granted to the City for an unlimited period of time and involved no monetary or other valuable compensation to the First Nation.
 - III. Canada breached its fiduciary duty to the First Nation by allowing and participating in the restriction of the use of the First Nation's reserve land in the vicinity of Loch Lomond without compensation from 1907 to 1958. It further breached its obligation by failing to obtain compensation for this use when an agreement was eventually reached with the City in 1958.

- (g) **"Council"** means the Council of the First Nation, which is a "council of the band" within the meaning of the *Indian Act* and "councillor" means a member of the Council;
- (h) **"Department"** means the Department of Indian Affairs and Northern Development, as established pursuant to the *Department of Indian Affairs and Northern Development Act*, R.S.C. 1985, c.I-6;
- (i) **"Effective Date"** means the later of the dates on which this Settlement Agreement is executed by at least a quorum of Council on behalf of the First Nation, and by the Minister on behalf of Canada;
- (j) **"Eligible Voter"** means a Member who is an elector as defined by the *Indian Act* on the Voting Day;
- (k) **"Financial Institution"** means any bank or trust company that is a member institution for which the Canada Depository Insurance Corporation has a duty to insure deposits pursuant to the *Canada Deposit Insurance Corporation Act*, R.S.C. 1985, c.C-3;
- (l) **"First Nation"** means the Fort William First Nation which is a "band" as defined by the *Indian Act* composed collectively of its members listed from time to time on its "Band List";
- (m) **"First Nation Operating Account"** means an account opened by the First Nation at a Financial Institution for the purposes of receiving the payment of the compensation from Canada as set out in Article 2;
- (n) **"Indian Act"** means the *Indian Act*, R.S.C. 1985, c.I - 5; and its regulations as amended or replaced from time to time;
- (o) **"Information Meeting"** means a meeting held pursuant to the Ratification Voting Guidelines at which the First Nation's negotiators, legal counsel, and financial advisor(s) explain the Claim, the terms of this Settlement Agreement, including all of the Schedules;
- (p) **"Member"** means a person whose name appears on the First Nation's Band List on the Voting Day;
- (q) **"Minister"** means the Minister of Indian Affairs and Northern Development or the Minister's duly authorized representative;
- (r) **"Parties"** means the First Nation and Canada;



- (s) **"Ratification Vote"** means a vote on the Ballot Question, conducted in accordance with the Voting Guidelines;
 - (t) **"Settlement Agreement"** means this settlement agreement including Schedules 1 to 4 only;
 - (u) **"Specific Claims Policy"** means Canada's policy on specific claims as set out in the Government of Canada 1982 publication entitled "Outstanding Business, A Native Claims Policy" as amended from time to time;
 - (v) **"Voting Guidelines"** are those guidelines attached as Schedule 2 to this Settlement Agreement;
 - (w) **"Voting Day"** means the day set for holding the Ratification Vote.
- 1.2 Except as otherwise defined in this Settlement Agreement, any words used in this Settlement Agreement, which are defined in the *Indian Act* have the same meaning as they have in the *Indian Act*.
- 1.3 The following Schedules are attached to this Settlement Agreement:

Schedule "1" Ballot Question
Schedule "2" Voting Guidelines
Schedule "3" Solicitor's Certificate
Schedule "4" Financial Advisor's Certificate

ARTICLE 2

COMPENSATION

- 2.1 Subject to the terms and conditions set out in this Settlement Agreement, Canada agrees to pay to the First Nation, and the First Nation agrees to accept, the sum of three million, six hundred and eighty five thousand and two hundred and eighty five dollars (\$3,685,285.00).
- 2.2 The agreed upon amount is inclusive of all costs incurred by the First Nation in connection with the negotiation and ratification of the Settlement Agreement, including all legal costs. Loan funding received by the First Nation in the amount of one hundred and seventy four thousand six hundred and fifty one dollars (\$174,651.00) will be deducted from this payment.

- 2.3 The balance of the compensation due to the First Nation is therefore in the amount of three million, five hundred and ten thousand and six hundred and thirty four dollars (\$3,510,634.00) which shall be paid by Canada in one lump sum payment within 45 days of the Effective Date of this Agreement.
- 2.4 Payment of the compensation is subject to the condition precedent that the First Nation Operating Account has been opened and the information required by Canada to make the payment has been provided to Canada's negotiator.
- 2.5 Canada agrees that if the compensation is not paid in full within the time frame set out in Article 2.1, Canada will pay to the First Nation interest at the Bank of Canada's prime lending rate plus two (2%) per annum on any unpaid amounts from the date such payment was due and payable until payment is made by Canada.
- 2.6 Following the execution of the Settlement Agreement in accordance with Article 8, the First Nation shall authorize and direct Canada to deposit the compensation into the First Nation Operating Account.
- 2.7 The Parties agree that the compensation is not "Indian moneys" within the meaning of the *Indian Act* and accordingly, the provisions of the *Indian Act* with respect to the management of Indian moneys shall not apply to the compensation.
- 2.8 Canada's sole responsibility and obligation to the First Nation with respect to the compensation is to pay and deposit it in accordance with Article 2.6. Canada shall bear no responsibility or liability whatsoever with respect to the administration or management of the compensation, once paid to the First Nation, including, without restricting the generality of the foregoing, in respect of its safe custody, investment, management, preservation of capital or interest, or for the rate of return obtained thereon, or for any loss of the compensation, in whole or in part, whether through investment or failure of a financial institution or otherwise.

ARTICLE 3**RELEASE**

- 3.1 In consideration of the compensation paid by Canada to the First Nation and the mutual fulfillment of the promises in this Settlement Agreement, the First Nation agrees to:
- (a) forever release and discharge Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, which the First Nation and the past, present and future members of the First Nation and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have or may in the future have against Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns with respect to the Claim, including all costs incurred by the First Nation for research, preparation, negotiation and settlement of the Claim, and ratification of the Settlement Agreement, including legal fees;
 - (b) forever release and discharge Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns from any past, present or future obligation or liability, whether in law, in equity or otherwise, to the First Nation and the past, present and future members of the First Nation and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have or may in the future have against Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns, relating to or arising from the fact that Canada has paid the compensation pursuant to Article 2, or related to or arising from the deposit by Canada of the compensation pursuant to Article 2, and any subsequent deposit, withdrawal, use, management or any other dealings with respect to the compensation by the First Nation; and
 - (c) not assert any action, cause of action, suit, claim or demand whatsoever, whether in law, in equity or otherwise, which the First Nation and the past, present and future members of the First Nation and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have or may in the future have against Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns with respect to:

- (i) the Claim and all costs incurred by the First Nation for research, preparation, negotiation and settlement of the Claim, and ratification of the Settlement Agreement, including legal fees;
- (ii) the procedures followed pursuant to the Voting Guidelines attached to this Settlement Agreement as well as the execution of this Settlement Agreement by the First Nation;
- (iii) the deposit of the compensation into the First Nation Operating Account and the subsequent administration, management and disbursement of the compensation, or any loss therefrom whether caused by the First Nation or other representatives; and
- (iv) the representations and warranties of the First Nation under Article 11.

- 3.2 Nothing in this Article is intended, nor shall it be construed, as affecting any action, cause of action, suit, claim or demand whatsoever whether known or unknown, and whether in law, in equity or otherwise, which the First Nation and the past, present and future members of the First Nation and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have, or may in the future have against Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns with respect to any other claim that the First Nation may have that does not relate directly to the Claim.
- 3.3 The releases set out in this Article do not release Canada from the due performance of its obligations arising from this Settlement Agreement and nothing herein shall prevent or restrict the First Nation from pursuing any legal remedies for non-performance by Canada.
- 3.4 Canada shall not be entitled to and it shall not rely on this Article if Canada fails to pay the compensation in accordance with the provisions of Article 2 of this Settlement Agreement.

ARTICLE 4

INDEMNITY

- 4.1 For the purposes of Article 4, "Claimant" means a past, present and future member of the First Nation.
- 4.2 Subject to the provisions of Article 4.7, the First Nation agrees to indemnify and forever save harmless Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns from and against any and all obligation, liability, duty, loss or damage resulting directly or indirectly from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, brought by any Claimant, their heirs, descendants, executors, successors and assigns against Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns that the Claimant with respect to:
- (a) the Claim, including all costs incurred by the First Nation for research, preparation, negotiation and settlement of the Claim, and ratification of the Settlement Agreement, including legal fees;
 - (b) the procedures followed pursuant to the Voting Guidelines attached to this Settlement Agreement as well as the execution of this Settlement Agreement by the First Nation;
 - (c) the deposit of the compensation into the First Nation Operating Account and the subsequent administration, management and disbursement of the compensation, or any loss therefrom, whether caused by the First Nation or other representatives;
 - (d) the representations and warranties of the First Nation under Article 12; and
 - (e) provided that such obligation, liability, duty, loss or damage has been awarded or determined by a decision or order of a court or other tribunal of competent jurisdiction, or by a settlement (whether or not court proceedings have been instituted) consented to by the First Nation, and notice has been given to the First Nation pursuant to Article 4.3.
- 4.3 Canada shall provide notice to the First Nation by registered mail of any claim which may reasonably give rise to indemnification under this Article. Such notice shall be sufficient to enable the First Nation to identify the claim and the Claimant and to protect its interests in a court proceeding or settlement.

- 4.4 Canada shall assume and control the defence and any negotiations relating to any action or cause of action, suit, claim or demand referred to in Article 4.2. Canada agrees that it will not refuse to defend itself based solely on the existence of this Article.
- 4.5 Any demand by Canada for indemnification shall be made in writing, and if the amount so claimed is not paid by the First Nation within one hundred twenty (120) days of receipt of such notice, Canada shall be entitled to invoke all rights and remedies provided by law to recover any amounts owed by the First Nation.
- 4.6 The First Nation shall be entitled to defend, at its own expense, against any claim against Canada which may give rise to a right of indemnity under this Article, and may make such investigation, negotiation and settlement of any claim as it deems expedient. This entitlement, however, shall in no way:
 - (a) mean that the First Nation is entitled to represent Canada, and any of its Ministers, officials, servants, employees, agents, successors and assigns; or
 - (b) affect the rights or abilities of Canada, and any of its Ministers, officials, servants, employees, agents, successors and assigns to defend any such claim including, without limitation, the appointment of counsel.
- 4.7 Notwithstanding Articles 4.1 to 4.6, inclusive, Canada agrees that it shall not be entitled to, and it shall not rely on the indemnity provided by this Article if Canada fails to pay the compensation in accordance with Article 2 of this Settlement Agreement.



ARTICLE 5

NO EFFECT ON FUNDING AND PROGRAMS

- 5.1 Federal programs and services will continue to apply to the First Nation on the same basis as to other bands in Canada as if this Settlement Agreement had not been executed, in accordance with the criteria established from time to time for the application of such programs and funding.
- 5.2 This Settlement Agreement does not restrict the First Nation from being eligible to apply for and to receive funding under government programs and other forms of assistance provided by Canada on the same basis as other First Nations in Canada, in accordance with the criteria established from time to time for the application of such programs and funding.

ARTICLE 6

EFFECTIVE DATE OF SETTLEMENT AGREEMENT

- 6.1 This Settlement Agreement shall come into effect and bind the Parties only upon the later of the following dates:
 - (a) the date on which this Settlement Agreement is executed by at least a quorum of the Council in accordance with Article 8.1; and
 - (b) the date on which this Settlement Agreement is executed by Canada in accordance with Article 8.2.

ARTICLE 7

RATIFICATION BY THE FIRST NATION

- 7.1 The First Nation agrees to and approves the terms and conditions of the Settlement Agreement and authorizes at least a quorum of the Council to sign the Settlement Agreement if, at the Ratification Vote, a majority (over 50%) of the votes cast are in favour of the Settlement Agreement.



- 7.2 If the required approval and assent pursuant to Article 7.1 is not obtained the Settlement Agreement shall not be signed on behalf of the First Nation and shall have no effect.
- 7.3 All Ratification Votes with respect to the Settlement Agreement shall be conducted in accordance with the Voting Guidelines.

ARTICLE 8

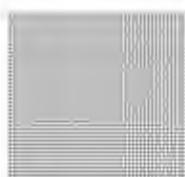
EXECUTION

- 8.1 This Settlement Agreement shall be executed by at least a quorum of the Council on behalf of the First Nation following ratification of this Settlement Agreement in accordance with Article 7.
- 8.2 This Settlement Agreement shall be executed by the Minister on behalf of Canada after the conditions precedent set out in Article 9 have been met.

ARTICLE 9

CONDITIONS PRECEDENT

- 9.1 Canada and the First Nation agree that the following are conditions precedent to any obligation by Canada to sign this Settlement Agreement:
 - (a) ratification of the Settlement Agreement by the First Nation in accordance with Article 7;
 - (b) signing of the Settlement Agreement by the First Nation in accordance with Article 8.1;
 - (d) the First Nation Operating Account has been opened and the information required by Canada to make the payment has been provided to Canada's negotiator;
 - (e) funds for the payment of the compensation have been approved and appropriated for that purpose by Canada;
 - (f) receipt by Canada of the Solicitor's Certificate from the First Nation's legal counsel, dated as of the date of signing of this Settlement Agreement by the First Nation, substantially in the form attached as Schedule "3" and



- (g) receipt by Canada of the Financial Adviser's Certificate from the First Nation's financial adviser, dated as of the date of signing of this Settlement Agreement by the First Nation, substantially in the form attached as Schedule "4".

ARTICLE 10

CONDITION SUBSEQUENT

- 10.1 Upon payment in full of the amount payable pursuant to Article 2, the First Nation shall acknowledge to Canada, in a Band Council Resolution, that Canada's obligations pursuant to Article 2 have been met.

ARTICLE 11

DISPUTE RESOLUTION

- 11.1 In the event of a dispute between the Parties arising out of this Settlement Agreement, the Parties agree to fully explore resolution through negotiation or other appropriate dispute resolution procedures, including mediation, before resorting to litigation.

ARTICLE 12

REPRESENTATIONS AND WARRANTIES OF THE FIRST NATION

- 12.1 The First Nation represents and warrants that:

- (a) The First Nation intends to use the compensation for the use and benefit of the First Nation and will take such actions as it deems necessary or advisable, with the advice of its legal counsel, to give effect to that intent;
- (b) Prior to the execution of this agreement, the membership of the First Nation has ratified the terms of this agreement based upon the advice of its independent legal and financial advisors, as evidenced by Schedules 3 and 4;



- (c) the First Nation, via its Council, has retained independent legal counsel qualified to practice law in the Province of Ontario to advise the First Nation with regard the signing and delivery of the Settlement Agreement;
- (d) the First Nation's legal counsel has provided to the First Nation, via its Council, independent legal advice with respect to the negotiation, preparation, signing and delivery of the Settlement Agreement;
- (e) the First Nation, via its Council, has retained an independent financial advisor qualified to practice in the Province of Ontario to provide financial advice to the First Nation with regard to the compensation being deposited to the First Nation Operating Account ;
- (f) the First Nation's financial advisor has provided the First Nation, via the Council, independent financial advice of the kind included in the practice of public accounting with respect to the management and administration of the compensation, and the deposit of the compensation into the First Nation Operating Account rather than into an account for the First Nation managed by the Department including, without limitation, financial advice which contrasts the potential rates of return, potential investment risks, and tax implications associated with placing the compensation into the First Nation Operating Account rather than into an account managed by the Department;
- (g) an interpreter fluent in the native language of the First Nation members was present and available to those Members in need of an interpreter (if there were any such Members) at all times during the Information Meeting and the Ratification Vote.



ARTICLE 13

FURTHER ASSURANCES

- 13.1 The Parties shall in good faith agree to do such things, execute such further documents and take such further measures as may be necessary to carry out and implement the terms, conditions, intent and meaning of this Settlement Agreement.
- 13.2 The First Nation confirms that by the Ratification Vote held on February 6, 2010, it has authorized at least a quorum of the present Council, and succeeding Councils, to act for and on behalf of the First Nation and its heirs, descendants, legal representatives, successors and assigns to do such things, sign such further documents and take such further measures as may be necessary to carry out and implement the terms, conditions, intent and meaning of this Settlement Agreement.
- 13.3 This Settlement Agreement shall not be construed so as to abrogate or derogate from existing aboriginal and treaty rights of the First Nation or the Members of the First Nation as recognized and affirmed by Section 35 of the *Constitution Act, 1982*.
- 13.4 This Settlement Agreement is not a treaty within the meaning of Section 35 of the *Constitution Act, 1982*.

ARTICLE 14

NOTICE

- 14.1 Any notice or other written communication required or permitted to be given under this Settlement Agreement will be given as follows:
 - (a) to Canada:

Assistant Deputy Minister
Treaties and Aboriginal Government
Department of Indian Affairs and Northern Development
Les Terrasses de la Chaudière
10 Wellington Street
GATINEAU QC K1A 0H4



FAX: (819) 953-0545

(b) to the First Nation:

Chief and Council
Fort William First Nation
90 Anemki Drive
Suite 200
Thunder Bay, Ontario
P7C 4Z2

FAX: (807) 623 - 5190

14.2 Any notice may be delivered personally or sent by facsimile or registered mail to either Party at the addresses set out in Article 14.1. The notice will be presumed to have been received by the Party:

- (a) if delivered personally, on the day that it was delivered;
- (b) if sent by facsimile, on the next business day after it was transmitted; and
- (c) if sent by registered mail, on the earlier of the day it was received and the fifth day after it was mailed.

During an actual or anticipated postal disruption or stoppage, the mail will not be used by either Party, and if used such notice will be of no effect.

ARTICLE 15

GENERAL PROVISIONS

Binding on the Parties

15.1 This Settlement Agreement is for the benefit of and is binding upon Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns and upon the First Nation and any of their respective heirs, descendants, legal representatives, successors and assigns.

Members of House of Commons

- 15.2 No member of the House of Commons shall be admitted to any share or part of this Settlement Agreement or to any benefit arising from this Settlement Agreement.

No Admission of Fact or Liability

- 15.3 This Settlement Agreement is entered into by Canada and the First Nation without any admission of fact or liability whatsoever with respect to the Claim.

Headings and Table of Contents

- 15.4 The insertion of headings and recitals, and the provision of a table of contents, are solely for convenience and in no way modify or explain the scope or meaning of any part of this Settlement Agreement.

Expanded Meanings

- 15.5 Words in the singular include the plural and words in the plural include the singular.

- 15.6 Words importing male persons include female persons and corporations.

No Presumption of Ambiguity

- 15.7 There shall be no presumption that any ambiguity in any of the terms of this Settlement Agreement should be interpreted in favour of any Party.

Assignment

- 15.8 The Parties agree that the rights and obligations of the Parties to this Settlement Agreement may not be assigned or otherwise transferred without the prior written consent of the other Party.

Amendment

- 15.9 No amendment, modification or waiver of any provision of this Settlement Agreement shall have any legal effect unless such amendment, modification or waiver is expressed in writing and has been duly executed by the Parties in the same manner as this Settlement Agreement. Notwithstanding the above, the Council and Canada may agree in writing from time to time to amend this Settlement Agreement for any of the following purposes:



- (a) to effect changes which are agreed by both Parties to be merely administrative or procedural in character;
- (b) to remove any conflicts or inconsistencies which may exist between any of the terms of this Settlement Agreement and any provision of any applicable law or regulation, so long as the Council and Canada agree that such amendments will not be prejudicial to the interests of the First Nation or Canada; or
- (c) to correct any typographical error in this Settlement Agreement, or to make corrections or changes required for the purpose of curing or correcting clerical omission, mistake, manifest error or the ambiguity arising from defective or inconsistent provisions contained in this Settlement Agreement.

15.10 Amendments made pursuant to Article 15.9 (a), (b) or (c) will be made by written agreement between a quorum of the Council on behalf of the First Nation, and by the Regional Director General on behalf of Canada.

Waiver

15.11 No waiver of any provision of this Settlement Agreement shall have any legal effect unless such waiver is expressed in writing and has been duly signed by the Party making the waiver in the same manner as this Settlement Agreement was signed by that Party.

Applicable Law

15.12 This Settlement Agreement shall be governed by the applicable laws of Canada.

15.13 This Settlement Agreement sets out the entire agreement between the Parties with respect to the Claim. There is no representation, warranty, collateral agreement, undertaking or condition affecting this Settlement Agreement, except as expressly set out herein. This Settlement Agreement supercedes and revokes all previous agreements entered into during the course of the negotiation of the Claim, whether oral or in writing between the Parties with respect to the Claim.

References to Statutes and Regulations

15.14 All references in this Settlement Agreement to statutes and regulations of Canada shall include, unless a contrary intention is expressed, any such statute or regulation as the same may be amended, re-enacted or replaced from time to time.



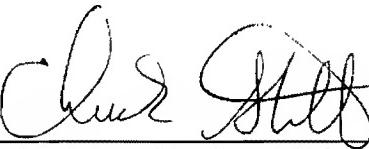
IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development, on behalf of Her Majesty The Queen in Right of Canada has executed this Settlement Agreement on March 9, 2010, and at least a quorum of the Council of the Fort William First Nation, on behalf of the Fort William First Nation, have hereunto set their respective hands on March 9 2010 2010.

SIGNED on behalf of HER MAJESTY
THE QUEEN IN RIGHT OF CANADA, as)
represented by the Minister of Indian Affairs)
and Northern Development, in the presence)
of:

Signature: 

Name of Witness: Tara Shannon

Address: 2100 U, 10 Wellington
Gatineau, QC


Minister of Indian Affairs
and Northern Development

SIGNED on behalf Fort William First Nation)
by at least a quorum of)
the Council of the First Nation)
in the presence of:

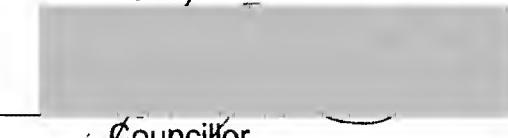
Signature: 

Name of Witness: 

Address: 

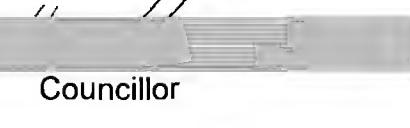
(As to all signatures) 

Per: 
Chief

Per: 
Councillor

Per: 
Councillor

Per: 
Councillor

Per: 
Councillor

Per

Councillor

Pe

Council

Per:

Councillor

Perz

Councillor

Penz

Councillor

Per:

Councillor

Perry

Councillor

SCHEDULE "1"

BALLOT QUESTION

Do you approve of the terms and conditions set out in the Fort William First Nation Loch Lomond Water Pipeline Specific Claim Settlement Agreement and do you authorize at least a quorum of Council to sign all documents necessary to give effect to this Agreement on behalf of the Fort William First Nation?

YES

NO

Mark this Ballot by placing an "X" in the box under the word "YES" or "NO".



SCHEDULE "2"

FORT WILLIAM FIRST NATION

VOTING GUIDELINES

for the LOCH LOMOND WATER (PIPELINE)

SPECIFIC CLAIM

October 19, 2009



Table of Contents

ARTICLE 1: DEFINITIONS.....	3
ARTICLE 2: BAND COUNCIL RESOLUTIONS.....	4
ARTICLE 3: GENERAL RESPONSIBILITIES OF THE RATIFICATION OFFICER	5
ARTICLE 4: VOTERS LIST.....	7
ARTICLE 5: INFORMATION MEETINGS.....	7
ARTICLE 6: MAIL-IN VOTING.....	8
ARTICLE 7: COLLECTING AND SECURING RETURN ENVELOPES BEFORE VOTING DAY.....	9
ARTICLE 8: VOTING DAY PROCEDURES	10
ARTICLE 9: COUNTING BALLOTS AND REPORTING RESULTS.....	12
ARTICLE 10: ADMINISTRATIVE AMENDMENTS	13
ARTICLE 11: APPEALS COMMITTEE	14
ARTICLE 12: OBJECTIONS.....	14
APPENDIX A: APPOINTMENT OF DEPUTY RATIFICATION OFFICER	17
APPENDIX B: NOTICE OF RATIFICATION VOTE	18
APPENDIX C: DECLARATIONS OF MAIL-IN VOTER AND WITNESS	20
APPENDIX D: DECLARATION OF RATIFICATION OFFICER UPON SEALING A BALLOT BOX.....	21
APPENDIX E: STATEMENT OF WITNESS REGARDING SEALING A BALLOT BOX	22
APPENDIX F: STATEMENT OF RESULTS OF THE LOCH LOMOND SPECIFIC CLAIM RATIFICATION VOTE	23
APPENDIX G: CERTIFICATION OF VOTE	24
APPENDIX H: DECLARATION OF MEMBERSHIP AND ELIGIBILITY TO VOTE	25
APPENDIX I: STATEMENT OF WITNESS UPON OPENING OF RETURN ENVELOPES	26



ARTICLE 1: DEFINITIONS

1. In these **Voting Guidelines**:

- 1.1. "**Appeals Committee**" means the Committee described in Article 11;
- 1.2. "**Ballot Question**" means the question set out in Schedule 1 of the **Settlement Agreement** to which **Voters** will be asked to vote "Yes" or "No;"
- 1.3. "**Council**" means the **Council** of Fort William First Nation, which is a "council of the band" within the meaning of the *Indian Act*;
- 1.4. "**Deputy**" means a person appointed by the **Ratification Officer** in accordance with the provisions of Article 3.
- 1.5. "**Designated Member of Council**" is the member of the **Council** of FWFN who is the primary contact for the **Ratification Officer** for matters that will or may require approval by **Council**;
- 1.6. "**End of the Voting Day**" means 8:00 pm on **Voting Day**;
- 1.7. "**FWFN**" means Fort William First Nation;
- 1.8. "**Information Meeting**" means a meeting as described in Article 5;
- 1.9. "**Mail-In Ballot Package**" means a package of materials for **Voters** to vote by mail as described in Article 6;
- 1.10. "**Member**" means a person whose name appears on the Membership list that is maintained by **FWFN** in accordance with its Membership Code pursuant to Section 10 of the *Indian Act*, R.S.C. 1985, c. I-5, and amendments thereto;
- 1.11. "**Membership Registrar**" means a person designated by **Council** to be responsible for deciding on membership and eligibility issues for purposes of the **Ratification Vote**;
- 1.12. "**Notice of Ratification Vote**" means a notice to the **Voters** of **FWFN** substantially in the form of the sample contained in Appendix B;
- 1.13. "**Ratification Vote**" means a vote by the **Voters** on the **Ballot Question**;
- 1.14. "**Ratification Officer**" means a person appointed by **Council** to oversee the **Ratification Vote**;
- 1.15. "**Reserve**" means the Fort William Indian Reserve No. 52;
- 1.16. "**Return Envelope**" means a postage-paid envelope included in the **Mail-In Ballot Package** that is addressed to the **Ratification Officer**.

- 1.17. "**Settlement Agreement**" means the Agreement between Canada and FWFN dated for reference September 21, 2009;
 - 1.18. "**Voter**" means any **Member** of **FWFN** who is eighteen (18) years of age or older on **Voting Day**;
 - 1.19. "**Voters List**" means the list of **FWFN Members** who are **Voters** for purposes of this **Ratification Vote**;
 - 1.20. "**Voting Day**" means the day established by **Council** for the **Ratification Vote**;
 - 1.21. "**Voting Guidelines**" means this document including its Appendices; and
 - 1.22. "**Voting Station**" means the location on the Reserve where **Voters** can vote in person or drop off their ballots on **Voting Day**.
2. Any words defined in the **Settlement Agreement** will have the same meaning in these **Voting Guidelines** unless otherwise indicated. In the event of discrepancies, the definition contained in the **Settlement Agreement** will prevail.
 3. In calculating the number of days between two events, the day on which the first event happens is excluded, but the day on which the second event happens is included.
 4. In these **Voting Guidelines**, words in the singular include the plural, and words in the plural include the singular.

ARTICLE 2: BAND COUNCIL RESOLUTIONS

1. By Band Council Resolution at least 90 days before the **Voting Day**, the **Council** will resolve to:
 - 1.1. approve, or amend and approve these **Voting Guidelines**;
 - 1.2. order that a **Ratification Vote** be taken in accordance with these **Voting Guidelines**;
 - 1.3. establish the **Voting Day**;
 - 1.4. appoint a **Ratification Officer** to oversee and administer the **Ratification Vote** by holding the responsibilities and performing the duties required by these **Voting Guidelines**;
 - 1.5. appoint a **Membership Registrar** if that position is vacant or will be vacant between the date of the **Council** resolution and **Voting Day**; and
 - 1.6. approve the **Voters List** prepared by the **Membership Registrar** for use by the **Ratification Officer**;

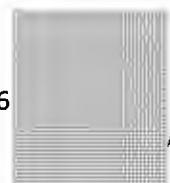
- 1.7. appoint a **Designated Member of Council** who will liaise between the **Ratification Officer** and the **Council** for the purpose of implementing these **Voting Guidelines**;
- 1.8. approve anything covered by Paragraph 2 or Paragraph 3 of this Article.
2. By Band Council Resolution at least 60 days before **Voting Day**, the **Council** will resolve to:
 - 2.1. approve the **Notice of Ratification Vote**;
 - 2.2. recommend that **Voters** approve the **Settlement Agreement**;
 - 2.3. approve the **Mail-In Ballot Package**;
 - 2.4. appoint a **Member of FWFN** to the **Appeals Committee**;
 - 2.5. appoint an interpreter, if necessary, who will translate the information presented at the **Information Meeting** to those **Voters** in attendance who may require translation; and
 - 2.6. approve other arrangements as may be recommended by the **Ratification Officer**.
3. By Band Council Resolution at least 7 days before **Voting Day**, the **Council** will resolve to:
 - 3.1. confirm the person on the **Appeals Committee** who is jointly selected by the appointees of **FWFN** and **Canada**; and
 - 3.2. approve other arrangements as may be recommended by the **Ratification Officer**.

ARTICLE 3: GENERAL RESPONSIBILITIES OF THE RATIFICATION OFFICER

1. The **Ratification Officer** will establish a secure office in the **FWFN** Band Office or at another location, appointed with necessary desks, chairs, filing cabinets, a computer, telephone, fax machine and other office equipment and supplies as required.
 - 1.1. The **Ratification Officer** will obtain a Canada Post box number and advise **Members** of contact information such as telephone and fax numbers and an email address.
 - 1.2. The **Ratification Officer** will make arrangements for separate financial accounting in order that costs are monitored, accounts are paid and a summary report is prepared in accordance with Paragraph 7 of this Article.
2. The **Ratification Officer** may appoint one or more **Deputies** at any time before **Voting Day**.



- 2.1. To appoint a **Deputy**, the **Ratification Officer** and the **Deputy** will execute an Appointment of Deputy Ratification Officer form substantially in the form of Appendix A.
- 2.2. The duties of each **Deputy** will be assigned by the **Ratification Officer** from time to time.
- 2.3. Although the **Ratification Officer** has overall responsibility for the **Ratification Vote** and carrying out the duties contained in these **Voting Guidelines**, a **Deputy** may carry out any duties assigned by the **Ratification Officer** that are in accordance with these **Voting Guidelines**.
3. The **Ratification Officer** will liaise with the **Designated Member of Council** on matters requiring approval by the **Council** by Band Council Resolution as described in Article 2, such as but not limited to the date for the **Ratification Vote** and the locations, dates and times for the **Information Meetings**.
4. The **Ratification Officer** will prepare the **Notice of Ratification Vote** substantially in the form of Appendix B, and, after it is approved by **Council**, post it together with a copy of the **Settlement Agreement** and a copy of the **Voters List** at least 30 days prior to **Voting Day** at a location or locations likely to be attended by **Voters**.
5. The **Ratification Officer** will prepare and distribute a **Mail-In Ballot Package** to every **Voter** on the **Voters List**.
 - 5.1. The **Ratification Officer** will establish secure procedures to collect **Return Envelopes** from the Canada Post box and to receive **Return Envelopes** that **Voters** drop off in person before **Voting Day**.
 - 5.2. The **Ratification Officer** will ensure that **Return Envelopes** collected or received before **Voting Day** are kept in a secure location until they are brought to the **Voting Station**.
6. The **Ratification Officer** will be responsible for overseeing the **Voting Station** on **Voting Day** and ensure arrangements to facilitate orderly voting, including but not limited to:
 - 6.1. accessibility;
 - 6.2. confirming the eligibility of **Voters** who choose to vote in person;
 - 6.3. provision of privacy screens to ensure that **Voters** may mark their ballots in secret;
 - 6.4. provision for receiving **Return Envelopes** from **Voters** who use the mail-in voting procedure but then decide to deliver the **Return Envelopes** in person;
 - 6.5. ballot boxes;
 - 6.6. security; and
 - 6.7. making other arrangements as may be required.



7. Within 30 days of the completion of the **Ratification Vote**, the **Ratification Officer** will produce a summary report to the **Council** containing a report on costs incurred, and also containing a description of any issues, concerns or problems that arose during the **Ratification Vote**, together with recommendations, if any, about changes that should be considered for future ratification votes on other Land Claims.

ARTICLE 4: VOTERS LIST

1. The **Membership Registrar** will be responsible for updating the **Voters List**, including names and band membership numbers or birth dates, together with last known contact information.
2. The **Membership Registrar** will arrange for **Council** to approve the **Voters List** at least 90 days before **Voting Day**.
 - 2.1. After approval by **Council**, the **Membership Registrar** will provide the **Voters List** to the **Ratification Officer**, along with addresses and other contact information.
3. A **Voter** may apply to the **Ratification Officer** to have the **Voters List** revised if he or she believes that his or her name has been omitted, is incorrect, or should not be included.
 - 3.1. A **Voter** may make this application up to the **End of the Voting Day**.
 - 3.2. To support any such application, the **Voter** must provide proof of affiliation with FWFN by completing and signing the **Declaration of Membership and Eligibility to Vote** form substantially in the form of Appendix H.
4. Upon receipt and confirmation of the information in the **Declaration of Membership and Eligibility to Vote** form, the **Ratification Officer**, in consultation with the **Membership Registrar**, will revise the **Voters List**.
5. A decision by the **Ratification Officer** in accordance with Paragraph 4 of this Article shall be final for purposes of the **Ratification Vote**, and, even if such decision is later proven to be based on incorrect information, shall not be grounds to object or appeal the results of the **Ratification Vote** in accordance with Article 12 of these **Voting Guidelines**.

ARTICLE 5: INFORMATION MEETINGS

FORT WILLIAM FIRST NATION

Released under the Access
to Information Act October 19, 2009

Communiqué en vertu de la
Loi sur l'Accès à
l'information

1. The **Ratification Officer**, in consultation with the **Designated Member of Council**, will recommend the dates, places and times for **Information Meetings**.
 - 1.1. At least one **Information Meeting** must be held on the **Reserve**.
 - 1.2. The second and any other **Information Meeting** may be held at any locations approved by the **Council**.
 - 1.3. The **Information Meeting** held on the **Reserve** and the second and any other **Information Meeting** cannot be held earlier than one week after the **Mail-In Ballot Packages** have been mailed nor less than ten days before **Voting Day**.
2. All **Information Meetings** will be open to all **Voters** and must be attended by a representative of **Council**, the **Ratification Officer**, legal counsel and a financial advisor.
3. **Voters** may choose to vote during an **Information Meeting** and hand-deliver the **Mail-In Ballot Package** to the **Ratification Officer** at that time.
4. Canada may send an observer to any **Information Meeting** with advance notice to **Council**.

ARTICLE 6: MAIL-IN VOTING

1. The **Ratification Officer** shall send by mail, or arrange delivery by another means such as courier or hand-distribution on the **Reserve**, a **Mail-In Ballot Package** as set out in Paragraph 2 of this Article at least 40 days before the **Voting Day**, to every **Voter** who is on the **Voters List**.
2. Each **Mail-In Ballot Package** shall include:
 - 2.1. a copy of the **Notice of Ratification Vote**;
 - 2.2. a copy of the proposed **Settlement Agreement**, all pages of which have been initialled by the Chief or a designated Member of **Council**;
 - 2.3. an information letter from the **Council** about the proposed **Settlement Agreement**;
 - 2.4. an instruction letter from the **Ratification Officer** about voting by mail or in person;
 - 2.5. a ballot with the initials of the **Ratification Officer** affixed on the back;
 - 2.6. a white ballot envelope with the **Declarations of Mail-In Voter and Witness** substantially in the form of Appendix C printed on it; and
 - 2.7. a postage-paid **Return Envelope** that is pre-addressed to the **Ratification Officer**, in which the **Voter** is to enclose the sealed white ballot envelope containing the ballot.

3. The **Ratification Officer** shall place a mark opposite the name of every **Voter** on the **Voters List** to whom a **Mail-In Ballot Package** has been sent.
4. Every **Voter** receiving a **Mail-In Ballot Package** may read the information provided, and then:
 - 4.1. answer the **Ballot Question** by placing an "X" or a check mark or other mark within the box associated with either the word "YES" or the word "NO" on the ballot;
 - 4.2. fold the ballot in a manner that conceals the **Ballot Question** and any mark made by the **Voter**, but exposes the **Ratification Officer's** initials on the back;
 - 4.3. place the ballot in the white ballot envelope and seal it;
 - 4.4. complete and sign the **Declarations of Mail-In Voter and Witness** printed on the front of the white ballot envelope in the presence of a witness who must be eighteen (18) years of age or older;
 - 4.5. ensure that the witness also fills in and signs the **Declarations of Mail-In Voter and Witness**;
 - 4.6. place the white ballot envelope in the postage-paid **Return Envelope** and then seal it; and
 - 4.6.1. mail the **Return Envelope** soon enough to ensure it arrives at the Canada Post box on or before the last business day before **Voting Day**; or
 - 4.6.2. arrange to deliver the return envelope to the **Ratification Officer** by 4:00 pm on the last business day before **Voting Day**; or
 - 4.6.3. deliver it to the **Voting Station** on **Voting Day**.
5. Any **Return Envelope** that arrives at the Canada Post box after close of business on the last business day before **Voting Day** will not be opened, which means that the vote contained in that **Return Envelope** will not be counted in the **Ratification Vote**.
6. **Voters** may vote in person at the **Voting Station** on **Voting Day**.

ARTICLE 7: COLLECTING AND SECURING RETURN ENVELOPES BEFORE VOTING DAY

1. After the **Mail-In Ballot Packages** have been distributed, the **Ratification Officer** will ensure that **Return Envelopes** are collected from the Canada Post box.
 - 1.1. The **Ratification Officer** will ensure witnesses and security for picking up **Return Envelopes**.
2. At the close of business on the last business day before **Voting Day**, the **Ratification Officer** will arrange for a final pick up of **Return Envelopes** from the Canada Post box.
3. The **Ratification Officer** will ensure that all **Return Envelopes** that have been collected from the Canada Post box, or that have been dropped off by **Voters** are stored, unopened, in a secure location.
4. The **Ratification Officer** will bring all **Return Envelopes** collected or received before **Voting Day** to the **Voting Station** on **Voting Day**.

ARTICLE 8: VOTING DAY PROCEDURES

1. On **Voting Day**, the **Ratification Officer** will open and close the **Voting Station**.
 - 1.1. The **Voting Station** will be opened at 9:00 a.m. and will remain open until the **End of the Voting Day** at 8:00 p.m.
 - 1.2. The **Ratification Officer** will not permit any **Voters** to enter the **Voting Station** for purposes of voting after the **End of the Voting Day**.
2. The **Ratification Officer** or a **Deputy** shall be in attendance at the **Voting Station** at all times when it is open.
3. Immediately upon opening the **Voting Station**, the **Ratification Officer** will:
 - 3.1. Open an empty ballot box and ask a **Voter** to witness that the ballot box is empty;
 - 3.2. Seal the ballot box with masking tape and a lock, place his or her signature on the seal in front of the witness, and ask the witness to place his or her signature on the seal;
 - 3.3. Place the sealed ballot box in full view for the reception of the ballots;
 - 3.4. Execute a Declaration of Ratification Officer Upon Sealing a Ballot Box form substantially in the form of Appendix D;
 - 3.5. Ensure that the witness executes a Statement of Witness Regarding Sealing a Ballot Box form substantially in the form of Appendix E; and
 - 3.6. Repeat this procedure for each ballot box required on **Voting Day**.

4. Voters who arrive at the **Voting Station** in person either with or without their **Mail-In Ballot Package** will be asked by the **Ratification Officer** to confirm their identity (if deemed necessary by the **Ratification Officer**, this may be done by filling out the **Declarations of Mail-In Voter and Witness** form in which case the **Ratification Officer** or another eligible person in the **Voting Station** at the time would be the witness) or by completing and signing the **Declaration of Membership and Eligibility to Vote** form.
 - 4.1. Upon confirmation of eligibility to participate in the **Ratification Vote**, the **Ratification Officer** will either:
 - 4.1.1. Accept the ballot from the **Mail-In Ballot Package** that the **Voter** has already marked, ensuring that it is folded so as to cover any mark but reveal the initials on the back, confirm the initials and deposit it in the ballot box; or
 - 4.1.2. Initial a ballot on the back and provide it to the **Voter** who will mark it in secret, fold it so as to cover any mark but reveal the initials on the back, and then hand it back to the **Ratification Officer** who will confirm his or her initials and deposit it in the ballot box.
 - 4.2. The **Ratification Officer** will then place a line through the name of the **Voter** on the **Voters List** indicating that the **Voter's** ballot has been deposited in the ballot box.
5. No **Voter** may vote more than once.
6. A **Voter** who receives a soiled or improperly printed ballot, or who accidentally spoils his or her ballot will, upon returning it to the **Ratification Officer**, be entitled to receive a fresh ballot. The returned ballot will be destroyed by the **Ratification Officer** and not counted.
7. No ballots will be accepted after the **End of the Voting Day** except in the case of a **Voter** who is already in line inside the **Voting Station** at that time, waiting to vote in person or hand-deliver his or her **Mail-In Ballot Package** to the **Ratification Officer**.
8. After the **Voting Station** is closed, the **Ratification Officer** will open the **Return Envelopes** in the full view of at least one **Deputy** and at least one other **Voter** who will execute a **Statement of Witness Upon Opening of Return Envelopes** substantially in the form of Appendix I.
9. Upon opening each **Return Envelope**, the **Ratification Officer** will check that the **Declarations of Mail-In Voter and Witness** form on the white ballot envelope was completed and executed properly.
 - 9.1. If the Declaration printed on the white ballot envelope has been completed and executed properly, the **Ratification Officer** will check to see that the name of the **Voter** on the **Voters List** does not already have a line through it indicating that the **Voter's** ballot has already been deposited in the ballot box.

- 9.2. If the **Voter's** name does not have a line through it, the **Ratification Officer** will open the white ballot envelope and, without unfolding the ballot or in any way viewing or disclosing the mark made by the **Voter**, verify that the ballot bears the initials of the **Ratification Officer**, and then deposit the ballot into the ballot box and place a line through the name of the **Voter** on the **Voters List** indicating that the **Voter's** ballot has been deposited in the ballot box.
- 9.3. If the ballot does not bear the initials of the **Ratification Officer**, the **Ratification Officer** will mark "VOID/NO INITIALS" on it without unfolding the ballot or in any way viewing or disclosing the mark made by the **Voter**, deposit it into the ballot box for safe-keeping until the ballots are counted, and place a line through the name of the **Voter** on the **Voters List** indicating that the **Voter's** ballot has been deposited in the ballot box.
- 9.4. If the **Ratification Officer** has drawn a line through the name of a **Voter** on the **Voters List** in accordance with Paragraphs 4.2, 9.2, 9.3 or 10 of this Article and then a **Return Envelope** is opened containing a white ballot envelope from the same **Voter**, the **Ratification Officer** will mark the white ballot envelope with "VOID/VOTED IN PERSON" and set it aside, and the ballot shall not be counted as a vote cast.
10. If, upon opening a **Return Envelope**, the **Ratification Officer** finds that the Declarations of Mail-In Voter and Witness form has not been completed or executed as required, the **Ratification Officer** shall make an entry on the **Voters List** opposite the name of the **Voter** indicating that the Declarations of Mail-In Voter and Witness form was not completed or executed as required, mark the white ballot envelope of the **Voter** "VOID/IMPROPER MAIL-IN BALLOT" and place a line through the name of the **Voter** on the **Voters List**.

ARTICLE 9: COUNTING BALLOTS AND REPORTING RESULTS

1. As soon as practicable after all of the **Return Envelopes** have been opened and all of the ballots deposited in the ballot box or boxes in accordance with Article 8, the **Ratification Officer**, in the presence of at least one **Deputy**, at least one Member of **Council** and any other **Voters** who may be present, will:
 - 1.1. open the ballot box or boxes;
 - 1.2. examine all ballots contained in the ballot box or boxes;
 - 1.3. set aside all ballots that do not bear the initials of the **Ratification Officer**; and
 - 1.4. set aside all ballots that appear to be spoiled in accordance with Paragraph 2 of this Article.
2. Ballots that are considered to be spoiled may have the following characteristics:

- 2.1. they may have not been marked as either "YES" or "NO";
- 2.2. they may have been marked as both "YES" and "NO";
- 2.3. they may have any other writing or marks, including marks that would identify the **Voter** or marks that cause confusion in the mind of the **Ratification Officer** as to the intent of the **Voter**.
3. The **Ratification Officer** will not consider a ballot to be spoiled if it is marked with something other than an "X", a check mark (√) or any other mark, as long as the intent of the **Voter** is clear and unambiguous.
4. The **Ratification Officer** will then count the remaining ballots, making a determination as to whether the intent of each **Voter** was to answer the **Ballot Question** by indicating "YES" or "NO."
 - 4.1. The **Ratification Officer** will make a record of the ballots marked "YES," the ballots marked "NO," the number of spoiled ballots, the number of ballots marked with "VOID/NO INITIALS" and the number of white ballot envelopes marked with "VOID/IMPROPER MAIL-IN BALLOT."
5. When the counting of the ballots is complete, the **Ratification Officer** will:
 - 5.1. prepare and sign a Statement of Results of Ratification Vote essentially in the form of Appendix F;
 - 5.2. ensure that the Chief or a Member of Council also signs the Statement of Results of Ratification Vote; and
 - 5.3. prepare and sign a Certification of Vote form essentially in the form of Appendix G.
6. The **Ratification Officer** will seal in separate envelopes the ballots marked "YES," the ballots marked "NO," the ballots determined to have been spoiled, the white ballot envelopes marked "VOID/IMPROPER MAIL-IN BALLOT" and the ballots set aside because they did not bear the initials of the **Ratification Officer**.
 - 6.1. The **Ratification Officer** will affix his or her signature to the seals on each of the envelopes and deliver them to the **Appeals Committee**.

ARTICLE 10: ADMINISTRATIVE AMENDMENTS

1. After the **Notice of Ratification Vote** has been distributed but before **Voting Day**, the **Ratification Officer** may encounter a situation that, in his or her opinion, requires a change to some aspect of these **Voting Guidelines**.

2. In these circumstances, the **Ratification Officer** will advise the **Designated Member of Council**, the Chief and legal counsel by way of a brief written summary of the problem, together with a recommendation about any change recommended.
3. Providing that the recommended change is of an administrative or technical nature that the **Ratification Officer**, the **Designated Member of Council**, the Chief and legal counsel all agree will not result in any substantive change or affect the outcome of the **Ratification Vote**, the **Ratification Officer** may implement the change after the **Ratification Officer**, the **Designated Member of Council**, the Chief and legal counsel sign off on the recommendation prepared by the **Ratification Officer** in accordance with Paragraph 2 of this Article.
4. If the **Ratification Officer**, the **Designated Member of Council**, the Chief or legal counsel believe that the recommended change is or may be substantive, and may have a significant effect on the outcome of the **Ratification Vote**, the matter will be referred to the **Council** for a decision.

ARTICLE 11: APPEALS COMMITTEE

1. The **Appeals Committee** will be composed of three people: a representative of **FWFN**; a representative of Canada; and an independent third person that is agreed to by the representatives named by **FWFN** and Canada, and then confirmed by **Council** in accordance with Article 2, Paragraph 3.1.
2. The **Appeals Committee** will be responsible for the investigation, review and resolution of any objections regarding any aspect of this **Ratification Vote** filed in accordance with Article 12.
3. The **Appeals Committee** will not open the sealed envelopes provided by the **Ratification Officer** in accordance with Paragraph 6 of Article 9 unless their contents are required for the investigation of an objection filed in accordance with Article 12.
 - 3.1. If no objection is filed, the **Appeals Committee** will destroy the sealed envelopes sixty (60) days after the **Day of the Vote**.
 - 3.2. If one or more objections is filed, the **Appeals Committee** may open the sealed envelopes if necessary and use the contents as may be required to investigate the objection(s).
 - 3.2.1. The **Appeals Committee** will destroy the envelopes and all of their contents sixty (60) days after making its decision(s).

ARTICLE 12: OBJECTIONS

1. A Voter may file an objection if he or she has reasonable grounds to believe that:
 - 1.1. A violation of these Voting Guidelines that may have affected the results of the Ratification Vote occurred between the date that the Notice of Ratification Vote was posted and the End of the Voting Day; or
 - 1.2. A corrupt practice occurred that may have affected the results of the Ratification Vote.
2. To be recognized, any such objection must be filed by registered mail or courier to the Appeals Committee, and contain:
 - 2.1. Notice of the objection;
 - 2.2. A statutory declaration setting out the grounds for the objection; and
 - 2.3. Evidence such as a receipt from Canada Post or a courier that the objection was filed for delivery not later than the end of the tenth calendar day after Voting Day.
3. When an objection meets the criteria established by Paragraph 2 of this Article, the Appeals Committee will acknowledge receipt of the objection, and forward a copy of it to the Ratification Officer with a request for a response by a deadline that the Appeals Committee considers to be appropriate (normally expected to be within 10 days or two weeks) .
4. Upon receipt of the objection from the Appeals Committee, the Ratification Officer will acknowledge receipt and prepare a statutory declaration in response to the Voter's objection, and provide other appropriate information to the Appeals Committee by the deadline.
5. Upon receipt of the response from the Ratification Officer, the Appeals Committee may make a decision about the objection or may conduct such further investigations as it believes may be necessary.
6. After obtaining all the information the Appeals Committee believes it requires, it shall make a decision by a majority vote to:
 - 6.1. Dismiss the objection; or
 - 6.2. Agree that the objection is valid, or may have some validity, but that the violation or corrupt practice was unlikely to have affected the outcome of the Ratification Vote to a sufficient degree so as to affect the outcome, and that the matter would best be dealt with through recommended changes in Voting Guidelines or other changes in future; or
 - 6.3. Agree that the objection is valid and that the violation or corrupt practice is so serious as to have likely affected the outcome, and call another Ratification Vote; or
 - 6.4. Make any other decision or recommendation that the Appeals Committee considers to be appropriate in the circumstances.

APPENDIX A: APPOINTMENT OF DEPUTY RATIFICATION OFFICER

Date

I, _____, Ratification Officer, appoint _____ to act as my **Deputy** in carrying out duties assigned by me in accordance with the **Voting Guidelines** for the purpose of the **Ratification Vote** regarding the Loch Lomond Water (Pipeline) Specific Claim.

Ratification Officer

I, _____, agree to act as a **Deputy** to the **Ratification Officer** for the purpose of the **Ratification Vote** and promise to carry out all duties assigned by the **Ratification Officer** to the best of my abilities and in accordance with the **Voting Guidelines**.

Deputy

APPENDIX B: NOTICE OF RATIFICATION VOTE

TO: THE MEMBERS OF THE FORT WILLIAM FIRST NATION

TAKE NOTICE that pursuant to the **Voting Guidelines** approved by the Chief and **Council** of Fort William First Nation on October 19, 2009, a **Ratification Vote** will take place to determine if **FWFN** approves of and assents to the proposed **Settlement Agreement** for the Loch Lomond Water (Pipeline) Specific Claim annexed to this Notice as Attachment #1. The **Ratification Vote** will be on Saturday, February 6, 2010.

The question on the ballot is:

Do you approve of the terms and conditions set out in the Fort William First Nation Loch Lomond Water (Pipeline) Specific Claim Settlement Agreement and do you authorize at least a quorum of Council to sign all documents necessary to give effect to this Agreement on behalf of the Fort William First Nation?

Information Meetings for purposes of the **Ratification Vote** will be held at the following places and times:

Location #1, time

Location #2, time

Legal counsel and the financial advisor retained by the **Council of FWFN** will attend the **Information Meetings** to answer questions regarding the proposed **Settlement Agreement**.

All eligible **Voters** of **FWFN** (Members who are 18 years of age or older on **Voting Day**) will be receiving a **Mail-In Ballot Package**. Voting in advance by mail is encouraged, but voting in person will be permitted at the **Voting Station (location)** that will be open between 9:00 am and 8:00 pm on Saturday, February 6, 2010. **Voters** may also drop off their **Return Envelopes** before **Voting Day** at the office of the **Ratification Officer** which is located at **(location)**.

It is the responsibility of **Voters** to mail their **Return Envelopes** in sufficient time for it to be received at the Canada Post box by the end of business on Friday, February 5, 2010. **Return Envelopes** that are not mailed may be dropped off at the office of the **Ratification Officer** at the Band Office before 4:00 pm on Friday, February 5, 2010 or hand-delivered to the **Ratification Officer** at the **Voting Station** before it is

closed at the **End of the Voting Day** which is 8:00 pm on Saturday, February 6, 2010. Ballots not received by the preceding dates and times will not be counted.

Copies of the **Settlement Agreement** will be included in the **Mail-In Ballot Package**, along with explanatory information. A postage-paid **Return Envelope** addressed to the **Ratification Officer** will also be included.

AND FURTHER TAKE NOTICE that the **Voters List** containing the names of all Members of **FWFN** over the age of 18 years on **Voting Day** is annexed to this Notice as Attachment #3, and that Article 4 of the **Voting Guidelines** that deals with the **Voters List** provides as follows:

3. *A Voter may apply to the Ratification Officer to have the Voters List revised if he or she believes that his or her name has been omitted, or is incorrect, or should not be included.*
 - 3.1. *A Voter may make this application up to the End of the Voting Day.*
 - 3.2. *To support any such application, the Voter must provide proof of affiliation with FWFN by completing and signing the Declaration of Membership and Eligibility to Vote form substantially in the form of Appendix H.*
4. *Upon receipt and confirmation of the information in the "Declaration of Membership and Eligibility to Vote" form, the Ratification Officer, in consultation with the Membership Registrar, may revise the Voters List.*

If you require further information or clarification, the **Ratification Officer** appointed by the **Council** is **Kimberley Pelletier** who may be contacted by telephone during office hours at (**phone number**, collect calls will be accepted), by fax at (**fax number**), or by email at (**email address**).

The **Ratification Officer** may also be contacted by mail at (**mail address**) or in person during business hours at (**office location**).

DATED at Fort William First Nation, in the Province of Ontario, this _____ day of _____, 20____.

RATIFICATION OFFICER

APPENDIX C: DECLARATIONS OF MAIL-IN VOTER AND WITNESS

(to be printed on the white ballot envelope included in each Mail-In Ballot Package)

**NOTICE: YOUR BALLOT WILL BE VOID IF YOU DO NOT COMPLETE AND SIGN
THIS DECLARATION AND IF IT IS NOT ALSO COMPLETED AND SIGNED BY A WITNESS**

VOTER DECLARATION: I, _____,
(please print name)

DO SOLEMNLY DECLARE THAT:

1. I am a registered Member of Fort William First Nation and that my band membership/registry number is _____;
2. My date of birth is _____ which means that I will be 18 years of age or older on February 6, 2010;
3. I have read and understand the information package sent to me regarding the proposed Settlement Agreement and I have voted freely and without compulsion;
4. I have marked my ballot, folding it and showing the initials marked on the back of the ballot, and have placed the ballot in this white envelope and sealed it.

Signature

Date

Address

Telephone Number

WITNESS DECLARATION: I hereby declare that I am 18 years of age or older and know the Voter, and that I witnessed his/her signature or that I assisted the Voter in marking the ballot according to his/her directions.

Name (please print)

Signature

Date

Address

Telephone Number

APPENDIX D: DECLARATION OF RATIFICATION OFFICER UPON SEALING A BALLOT BOX

In the matter of the Ratification Vote for the Loch Lomond Water (Pipeline) Specific Claim held on February 6, 2010:

I, _____, Ratification Officer, DO SOLEMNLY DECLARE THAT:

1. I opened ballot box number _____, saw that it was empty, and asked persons who were present to witness that the ballot box was empty;
2. I then closed and sealed ballot box number _____ in accordance with Article 8 of the Voting Guidelines in front of those persons who were present; and that
3. I then place the sealed ballot box number _____ in full view of those persons who were present; and
4. The sealed ballot box number _____ remained in full view for the duration of the Voting Day.

I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force as if made under oath by virtue of the *Canada Evidence Act*.

Signature

Date

APPENDIX E: STATEMENT OF WITNESS REGARDING SEALING A BALLOT BOX

In the matter of the **Ratification Vote** for the Loch Lomond Water (Pipeline) Specific Claim held on February 6, 2010:

I, _____, DO SOLEMNLY DECLARE THAT:
(print name)

1. I was present at the **Voting Station** when the **Ratification Officer** asked me to witness the sealing of ballot box number ____;
2. I saw that the ballot box was empty;
3. I watched the **Ratification Officer** seal the empty ballot box and sign the seal;
4. I also signed the seal at the request of the **Ratification Officer**;
5. The **Ratification Officer** then put ballot box number ____ in full view of those who were present.

Signature of Witness

Date

APPENDIX F: STATEMENT OF RESULTS OF THE LOCH LOMOND SPECIFIC CLAIM RATIFICATION VOTE

In the matter of the Loch Lomond Water (Pipeline) Specific Claim Ratification Vote held on February 6, 2010, we hereby state that the results are as follows:

1. The names of _____ **Voters** appeared on the **Voters List**;
2. _____ **Mail-In Ballot Packages** were mailed or distributed;
3. _____ **Return Envelopes** were received before **Voting Day** and _____ **Return Envelopes** were received on **Voting Day** for a total of _____ **Return Envelopes** received;
4. When the **Return Envelopes** were opened, _____ **Mail-In Voter and Witness Declarations** were marked "VOID/IMPROPER MAIL-IN BALLOT" and were therefore set aside;
5. This resulted in _____ mail-in ballots being cast;
6. _____ **Voters** voted in person at the **Voting Station** rather than bringing their ballots to the **Voting Station** in the **Return Envelopes**;
7. The total number of ballots cast was therefore _____;
8. A total of _____ ballots were considered to be spoiled or set aside because they did not bear the initials of the **Ratification Officer**;
9. A total of _____ ballots were marked "YES;"
10. A total of _____ ballots were marked "NO."

Accordingly, we certify that _____ **Voters** (_____ % of eligible **Voters**) voted in the **Ratification Vote** and that of these, _____ votes (____ %) were spoiled or set aside, _____ votes (____ %) were in favour of the Ballot Question and _____ votes (____ %) were opposed.

Ratification Officer

Chief or Member of Council

APPENDIX G: CERTIFICATION OF VOTE

In the matter of the **Ratification Vote** for the Loch Lomond Water (Pipeline) Specific Claim held on February 6, 2010, I DO SOLEMNLY SWEAR THAT:

1. I was present at the Fort William Indian Reserve No. 52 on February 6, 2010 when the **Voters** of Fort William First Nation voted in a **Ratification Vote** regarding this Claim;
2. I had overall responsibility for overseeing the **Ratification Vote** in accordance with the **Voting Guidelines**, and used my best efforts in this regard;
3. A true copy of the **Notice of Ratification Vote** is attached as Exhibit "A" to this Declaration;
4. In accordance with the **Voting Guidelines**, the **Notice of Ratification Vote** was posted at least 30 days prior to the **Voting Day**;
5. The **FWFN Membership Registrar** provided me with a list of the names and band membership numbers or birth dates of all **Voters**, and the last known contact information for all **Voters**, and I attempted to ensure that every **Voter** received a **Mail-In Ballot Package**;
6. I attended the **Information Meeting(s)** set out in the **Notice of Ratification Vote**;
7. The voting procedures for voting by mail and voting in person and for counting of ballots were all carried out in accordance with the **Voting Guidelines**; and
8. The results of the **Ratification Vote** are set out in the **Statement of Results of Ratification Vote** attached as Exhibit "B" to this Declaration.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath by virtue of the *Canada Evidence Act*.

Ratification Officer

Date

DECLARED before me at _____ on the _____ day of _____, 2010.

Commissioner for Oaths in and for the Province of Ontario

FORT WILLIAM FIRST NATION

APPENDIX H: DECLARATION OF MEMBERSHIP AND ELIGIBILITY TO VOTE

In the matter of the **Ratification Vote** for the Loch Lomond Water (Pipeline) Specific Claim held on February 6, 2010:

I, _____, the Fort William First Nation **Membership Registrar**,
(print name)

DO SOLEMNLY DECLARE THAT:

I examined evidence provided by _____ and determined that the evidence is sufficient for me to conclude and believe that _____ is a Member of Fort William First Nation who is over the age of 18 years on February 6, 2010 and is therefore eligible to vote in the **Ratification Vote** regarding the Loch Lomond Water (Pipeline) Specific Claim.

I recommended to the **Ratification Officer** that _____ be added to the **Voters List** for the purpose of this **Ratification Vote**.

I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath by virtue of the *Canada Evidence Act*. I understand that it is an offence to make a false statement in this declaration.

Signature

DECLARED BEFORE me at _____ in the Province of Ontario this ____ day of _____, 20___.

Commissioner for Oaths in and for the Province of Ontario

APPENDIX I: STATEMENT OF WITNESS UPON OPENING OF RETURN ENVELOPES

In the matter of the **Ratification Vote** for the Loch Lomond Water (Pipeline) Specific Claim held on February 6, 2010:

I, _____, was present at the **Voting Station**
(print name)

between _____ and _____ during which time I watched the **Ratification Officer**
(time) (time)

and at least one **Deputy** open **Return Envelopes** and white ballot envelopes in accordance with the provisions of Article 8 of the **Voting Guidelines** which I have read and understand.

Signature

Date



SCHEDULE 3**SOLICITOR'S CERTIFICATE**

I, Kim Alexander Fullerton, of the Town of Oakville, in the Province of Ontario, Barrister & Solicitor, do hereby certify:

1. **THAT I am a member in good standing of the Law Society of Upper Canada qualified to practice law in the Province of Ontario.**
2. **THAT I was retained in my professional capacity to provide independent legal advice to the Fort William First Nation, also known as the Fort William Band, (the "First Nation") with respect to the terms of the Loch Lomond Water Pipeline Specific Claim (the "Claim"), including the settlement of the Claim and the preparation, execution and implementation of the Settlement Agreement (the "Settlement Agreement").**
3. **THAT I have advised the Council of the First Nation as to the legal nature and effect upon the First Nation and its members of the Settlement Agreement and the implementation of the Settlement Agreement, including, without limitation, the management, disbursement and use of the Compensation and the deposit of the Compensation into a First Nation Operating Account rather than into an account for the First Nation managed by the Department of Indian Affairs and Northern Development (the "Legal Issues").**
4. **THAT I was present at the following Information Meeting called for the purpose of explaining to the members of the First Nation the Settlement Agreement:**

Location of Meeting:

Date and Time:

Fort William First Nation

Jan 23 2010 1:00pm
3:00pm

5. **THAT I made a presentation at the Information Meeting, to the members of the First Nation then present, regarding the legal issues and answered any relevant legal questions raised at the Information Meeting to the best of my professional ability.**

6. **THAT I was also available to speak in confidence with members of the First Nation to answer their questions on the Legal Issues by telephone, without charge to them personally, and that Members of the First Nation were able to telephone me collect, on the following date and time, and at the following telephone number:**

Telephone Number:

905 844 1702

Date and Time:

Feb 2 2010 9:02 am

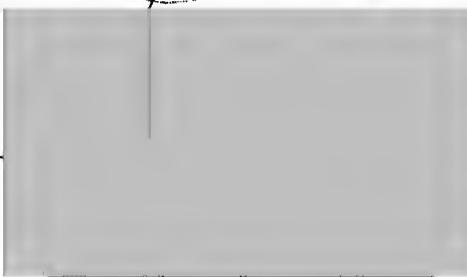
and other dates and times mutually agreed upon.

C. W. F.

7. **THAT I believe that the Chief and Council and the members of the First Nation who have sought my advice on the Legal Issues are aware of the nature and consequences at law of the Settlement Agreement..**

DATED at Toronto, Ontario, this 16th day of February, 2010.

Witness to the signature of



Address

Kim Alexander Fullerton
Barrister & Solicitor



Address

SCHEDULE 4**FINANCIAL ADVISOR'S CERTIFICATE**

I, BLAIR SMITH, a partner with BDO Canada LLP, of the Province of Ontario, do hereby certify:

1. THAT I am a chartered accountant.
2. THAT I was retained in my professional capacity to provide independent financial advice to the Fort William First Nation, also known as the Fort William Band (the "First Nation"), with respect to the terms of the Loch Lomond Water Pipeline Specific Claim Settlement Agreement (the "Settlement Agreement") dealing with the deposit of the Compensation into a First Nation Operating Account rather than into an account managed by the Department.
3. THAT I have provided the First Nation independent financial advice with respect to the Settlement Agreement, the management, investment, disbursement and use of the Compensation and the deposit of the Compensation into a First Nation Operating Account rather than into an account for the First Nation managed by the Department of Indian Affairs and Northern Development including, without limitation, financial advice which contrasts the potential rates of return, potential investment risks, and tax implications associated with placing the Compensation into a First Nation Operating Account rather than into an account managed by the Department ("the Financial Issues").
4. THAT I was present at the following Information Meeting called for the purpose of explaining to the members of the First Nation the Settlement Agreement:

Location of Meeting:

Fort William First Nation

Date and Time:

January 23, 2010 at 1:00 p.m.

5. THAT I was present at the Information Meeting, to the members of the First Nation then present, regarding the Financial Issues and answered any relevant financial questions raised at the Information Meeting to the best of my professional ability.
6. THAT I believe that the Chief and Council and the members of the First Nation who have sought my advice on the Financial Issues are aware of the financial nature and consequences of the Settlement Agreement.

DATED at Thunder Bay, Ontario, this 13th day of February, 2010.

Witness to the signature of



Address

1095 Barton Street _____

Thunder Bay, Ontario _____

P7B 5N3 _____

Address

FORT WILLIAM FIRST NATION
MINING LOCATION SPECIFIC CLAIM

SETTLEMENT AGREEMENT

BETWEEN

CANADA

AND

FORT WILLIAM FIRST NATION

TABLE OF CONTENTS

PREAMBLE.....	3
ARTICLE 1 - DEFINITIONS AND SCHEDULES.....	4
ARTICLE 2 - COMPENSATION	7
ARTICLE 3 - ADDITIONS TO RESERVE.....	8
ARTICLE 4 - RELEASE.....	9
ARTICLE 5 - INDEMNITY	10
ARTICLE 6 - RATIFICATION VOTE.....	11
ARTICLE 7 - CONDITIONS PRECEDENT TO EXECUTION BY CANADA	12
ARTICLE 8 - EXECUTION	13
ARTICLE 9 - EFFECTIVE DATE OF SETTLEMENT AGREEMENT.....	13
ARTICLE 10 - REPRESENTATIONS AND WARRANTIES.....	13
ARTICLE 11 - PROGRAMS AND SERVICES.....	15
ARTICLE 12 - DISPUTE RESOLUTION	15
ARTICLE 13 - AMENDMENTS.....	15
ARTICLE 14 - NOTICE.....	16
ARTICLE 15 - GENERAL PROVISIONS.....	17
SCHEDULE "1" - BALLOT QUESTION.....	20
SCHEDULE "2" - VOTING GUIDELINES.....	21
SCHEDULE "3" - FORM OF DIRECTION TO PAY.....	42
SCHEDULE "4" - SOLICITOR'S CERTIFICATE	43
SCHEDULE "5" - FINANCIAL ADVISOR'S CERTIFICATE.....	45

FORT WILLIAM FIRST NATION

MINING LOCATION CLAIM SETTLEMENT AGREEMENT

BETWEEN:

THE FORT WILLIAM FIRST NATION, as represented by its duly elected
Chief and Council

(hereinafter called the "First Nation")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the
Minister of Indian Affairs and Northern Development

(hereinafter called "Canada")

PREAMBLE

WHEREAS:

- A. In 2008, the First Nation submitted the Mining Location Claim to Canada under Canada's Specific Claim Policy, alleging, among other things, that the 1909 surrender was invalid, the 120 acres were sold at undervalue and the 1913 surrender of 3.34 acres was invalid;
- B. By letter of May 16, 2011, Canada accepted the Mining Location Claim for negotiation under the Specific Claims Policy.
- C. Canada and the Fort William First Nation have negotiated terms of settlement as contained in this Settlement Agreement in order to achieve a full, fair and final settlement of the Mining Location Claim;

D. In entering into this Settlement Agreement, Canada makes no admission of facts or liability whatsoever with regard to the Claim.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS SETTLEMENT AGREEMENT CANADA AND THE FORT WILLIAM FIRST NATION AGREE AS FOLLOWS:

ARTICLE 1

DEFINITIONS AND SCHEDULES

1.1 In this Settlement Agreement:

- (a) **"Additions to Reserve Policy"** means the policy and procedural guidelines of the Department pertaining to additions to reserve and the creation of new reserves in effect at the time of a First Nation request for land to be added to reserve status;
- (b) **"Ballot Question"** means the question asked of the Voters in a Ratification Vote as set out in Schedule 1;
- (c) **"Band Council Resolution"** means a written resolution of Council adopted at a duly convened meeting;
- (d) **"Band List"** means a list of persons that is maintained under section 11 of the *Indian Act* by the Department for the First Nation;
- (e) **"Canada"** means Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development;
- (f) **"Chief"** means in respect of the First Nation, "chief" within the meaning of the *Indian Act*;
- (g) **"Claim"** means all matters, issues and allegations contained in the submissions of the First Nation under the Specific Claims Policy or any legal proceeding, arising or resulting from the same or substantially the same facts upon which the Mining specific claim is based, and any liability, cause of action, suit, damage, loss or demand whatsoever, known or unknown, in law or equity or otherwise, related to or arising or resulting from the 1909 surrender of three parcels of land acquired by a syndicate of entrepreneurs

for industrial purposes as well as the 1913 invalid surrender and unlawful alienation of 3.34 acres of reserve land for a right-of-way;

- (h) **“Compensation”** means the sum to be paid by Canada to the First Nation as set out in Article 2, which sum represents the amount agreed to by the Parties as compensation for the claim;
- (i) **“Council”** means the Council of the First Nation, which is a “council of the band” within the meaning of the *Indian Act* and “Councillor” means a member of the Council;
- (j) **“Department”** means the Department of Indian Affairs and Northern Development, as established pursuant to the *Department of Indian Affairs and Northern Development Act*, R.S.C., 1985, c. I-6;
- (k) **“Effective Date”** means the date on which this Settlement Agreement is executed by Canada in accordance with Article 8;
- (l) **“Financial Institution”** means any bank, trust company or credit union that is authorized by law to accept deposits and which is supervised and regulated by the Superintendent of Financial Institutions as defined in the *Office of Superintendent of Financial Institutions Act*, R.S.C. 1985, c. I-8 (3rd Supp);
- (m) **“First Nation”** means the Fort William First Nation which is a “band” within the meaning of the *Indian Act* composed collectively of its members from time to time;
- (n) **“Indian Act”** means the *Indian Act*, R.S.C. 1985, c. I-5 and its regulations, as amended from time to time;
- (o) **“Information Meeting”** means a meeting pursuant to the Voting Guidelines appended to this Settlement Agreement as Schedule 2;
- (p) **“Member”** means a person whose name appears or who is entitled to have their name appear on the Band List of the First Nation and their heirs, descendants, legal representatives, successors and assigns;
- (q) **“Minister”** means the Minister of Indian Affairs and Northern Development or the Minister’s duly authorized representative;
- (r) **“Negotiation Loan Funding”** means the amount set out in Article 2.2 and agreed to by the Parties in relation to outstanding loans;

- (s) **"Parties"** means the First Nation and Canada; and **Party** means either the First Nation or Canada;
 - (t) **"Person"** means any individual, proprietor, corporation, partner, partnership, trust, joint venture, unincorporated organization, First Nation, Indian band, aboriginal group, union, or governmental body, including, without limitation, any past, present or future member of the First Nation and each of their respective heirs, descendants, legal representatives, successors and assigns;
 - (u) **"Proceeding"** means any legal proceeding, action, cause of action, suit, claim, specific claim or demand whatsoever, known or unknown; and whether in law, in equity or otherwise;
 - (v) **"Proposed Reserve Lands"** means one or more parcels of land that does not exceed 84 acres in total and which the First Nation requests be set apart as reserve in accordance with Article 3.0 of this Agreement;
 - (w) **"Ratification Vote"** means a vote on the Ballot Question concerning the Settlement Agreement conducted in accordance with the Voting Guidelines;
 - (x) **"Settlement Agreement"** means this Settlement Agreement including the attached Schedules;
 - (y) **"Specific Claims Policy"** means Canada's policy on Specific Claims entitled "*The Specific Claims Policy and Process Guide*" published in 2009, as amended from time to time;
 - (z) **"Voter"** means a person whose name appears on the First Nation's Band List or is entitled to have their name on the Band List, who is also 18 years of age or older on the Voting Day and falls within the definition of "elector" as that word is used in the *Indian Act*;
 - (aa) **"Voting Day"** means the day set for the holding the Ratification Vote;
 - (bb) **"Voting Guidelines"** means those ratification guidelines as contained in Schedule 2 and adopted by Council;
- 1.2 Except as otherwise defined in this Settlement Agreement, any words used in this Settlement Agreement which are defined in the *Indian Act* have the same meaning as they have in the *Indian Act*.

1.3 The following Schedules are attached to and form part of this Settlement Agreement:

- Schedule 1 - Ballot Question**
- Schedule 2 - Voting Guidelines**
- Schedule 3 - Form of Direction to Pay**
- Schedule 4 - Form of Solicitor's Certificate**
- Schedule 5 - Form of Financial Advisor's Certificate**

ARTICLE 2

COMPENSATION

- 2.1 Subject to the terms and conditions set out in this Settlement Agreement, Canada agrees to pay to the First Nation and the First Nation agrees to accept, Seven Million One Hundred Eighty Four Thousand Four Hundred and Thirty One Dollars (\$7,184,431.00) in full and final settlement of the Claim, including the costs of negotiation, settlement, ratification, legal and other costs related to the Claim, this Settlement Agreement and any related documents.**
- 2.2 The First Nation authorizes and directs Canada to deduct from the Compensation referred to in Article 2.1 One Hundred Twenty Three Thousand Five Hundred Forty Eight Dollars (\$123,548.00) to satisfy the full and final repayment of its Negotiation Loan Funding incurred by the First Nation for the purpose of negotiation and settlement of the Claim.**
- 2.3 The First Nation authorizes and directs Canada to pay Seven Million Sixty Thousand Eight Hundred Eighty Three (\$7,060,883.00), being that portion of the Compensation remaining after the deduction of Negotiation Loan Funding as set out in Article 2.2, in accordance with the Direction To Pay and Canada agrees to pay this amount within forty-five (45) days of the Effective Date.**
- 2.4 If the First Nation ratifies the Settlement Agreement as set out in Article 6, then the First Nation shall provide Canada with an irrevocable Direction to Pay in substantially the form attached as Schedule 3.**
- 2.5 The Parties agree and intend that the Compensation is not "Indian moneys" within the meaning of the *Indian Act* and accordingly the provisions of the *Indian Act* with respect to the management of Indian moneys shall not apply to the Compensation.**

- 2.6 The sole responsibility of Canada with respect to the Compensation is to pay and deposit the Compensation in accordance with Article 2. Canada will rely on the Direction to Pay from the First Nation.
- 2.7 Canada agrees to provide an acknowledgment in writing that the Negotiation Loan Funding has been fully repaid.

ARTICLE 3

ADDITIONS TO RESERVE

- 3.1 If the First Nation applies to have Proposed Reserve Lands added to reserve, then the Minister may, in the Minister's absolute discretion, recommend to the Governor in Council that the Proposed Reserve Lands be set apart as reserve for the use and benefit of the First Nation; provided that all applicable laws and Canada's policies and procedures respecting reserve creation at the time of the request are satisfied, and in particular, but without limiting the generality of the foregoing, Canada's Additions to Reserve Policy is met in a manner satisfactory to Canada.
- 3.2 The Parties agree that the total quantum of land which may be set apart as reserve pursuant to this Article is a maximum of 84 acres selected within the Province of Ontario.
- 3.3 The First Nation agrees that it is responsible to pay any and all costs related to the proposed reserve creation, including but not limited to those costs associated with the acquisition of lands, and setting apart of lands as reserve, including the following costs:
 - 3.3.1 all surveys, conveyances, clearances of title (if required), removal of encroachments or encumbrances, searches, land title registration, legal fees, commissions, applicable taxes and tax adjustments, feasibility studies, appraisals, environmental review, environmental remediation and site identification and approval;
 - 3.3.2 payment, if any, arising from agreements between the First Nation and urban municipalities for services in lieu of taxes to be provided by the municipality on the lands once they are set apart as reserve lands;
 - 3.3.3 capital infrastructure including, without limitation, the construction, repair, maintenance, operation and other associated costs of telephone, cable and hydro electric service facilities, sewers and other water systems, roads,

fencing, housing, schools, recreation facilities and other community buildings and facilities; and

- 3.3.4 payments to a rural municipality for any tax loss compensation once the lands are set apart as reserve lands, but nothing in this Article requires the First Nation to pay costs internal to the Government of Canada for which a fee would not in the normal course be charged a band.

ARTICLE 4

RELEASE

- 4.1 In consideration of the compensation paid by Canada to the First Nation the receipt and sufficiency of which consideration is hereby acknowledged, the First Nation agrees to:

- 4.1.1 forever release and discharge Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns from any liability, action, cause of action, suit, claim or demand whatsoever, known or unknown, in law, in equity or otherwise, which the First Nation or any of its past, present and future members or any of their respective heirs, descendants, legal representatives, successors and assigns, including a band, may ever have had, may now have or may in the future have against Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns with respect to:

- i) any aspect of the Claim, including all costs incurred by the First Nation for research, preparation, negotiation and settlement of the Claim, and ratification of the Settlement Agreement, including legal fees;
- ii) relating to or arising from the fact that Canada has paid the Compensation pursuant to Article 2 and retained an amount to satisfy Negotiation Loans pursuant to Article 2.2;
- iii) relating to or arising from the deposit by Canada of the Compensation pursuant to Article 2, or related to or arising from any subsequent management, investment, disbursement, or any other use or dealings with respect to the Compensation, or any loss of the Compensation or interest, in whole or in part, whether through investment or failure of a Financial Institution or otherwise; and

- 4.1.2 shall not assert any action, cause of action, suit, claim or demand whatsoever, whether in law, in equity or otherwise, that the First Nation and the past, present and future members of the First Nation and any of their respective heirs, descendants, legal representatives, successors and assigns

may ever have had, may now have or may in the future have against Canada with respect to:

- i) any aspect of the Claim;
 - ii) the Negotiation Loans and any other costs incurred by the First Nation for research, preparation, negotiation, settlement and ratification of the Settlement Agreement, including legal fees;
 - iii) the negotiation or ratification or other procedures referred to in this Agreement resulting in the execution of this Settlement Agreement by the First Nation;
 - iv) relating to or arising from the deposit by Canada of the Compensation pursuant to Article 2, or related to or arising from any subsequent management, investment, disbursement, or any other use or dealings with respect to the Compensation, or any loss of the Compensation or interest, in whole or in part, whether through investment or failure of a Financial Institution or otherwise; and
 - v) the subject matter of any of the representations and warranties of the First Nation under Article 10.
- 4.2 The releases set out in this Article do not release Canada from the due performance of its obligations arising from this Settlement Agreement and nothing herein shall prevent or restrict the First Nation from pursuing any legal remedies for non-performance by Canada.

ARTICLE 5

INDEMNITY

- 5.1 Subject to this Article, the First Nation agrees to indemnify and forever save harmless Canada from any Proceeding brought by any Person against Canada or any of its Ministers, officials, servants, employees, agents, successors and assigns with respect to any matters included in the release in Article 4.
- 5.2 Canada will use all reasonable efforts to notify the First Nation of any Proceeding referred to in section 5.1. However, the First Nation will not be entitled to avoid liability for indemnification by reason of Canada's failure to give timely notice.
- 5.3 If, after providing notice to the First Nation pursuant to Article 5.2, no notice is received by Canada within thirty (30) days that the First Nation wishes to participate

in the resolution of the Proceeding, Canada shall proceed to settle or defend the Proceeding without the First Nation's participation or joining the First Nation as a third party defendant. Canada shall from time to time provide to the First Nation copies of all pleadings, documents and offers of settlement in the action filed by it with a court or tribunal.

- 5.4 If Canada receives notice within thirty (30) days that the First Nation wishes to participate in the resolution of the Proceeding or to be joined as a third party defendant, Canada shall proceed to seek the views of the First Nation with respect to its potential participation, and shall if appropriate, join the First Nation as a third party defendant to the Proceeding. Joining the action as a third party defendant shall in no way:
 - (a) mean that the First Nation is entitled to represent Canada; or
 - (b) affect the rights or abilities of Canada to defend the claim against it including, without limitation, the appointment of counsel.
- 5.5 Canada agrees that it shall not refuse to defend any Proceeding based solely on the existence of this Article and that it shall use all reasonable efforts to defend itself.
- 5.6 Subsequent to any resolution of a Proceeding under this Article, any demand by Canada for indemnification shall be made in writing setting out full particulars of the amount demanded, and if the amount so claimed is not paid by the First Nation within sixty (60) days of receipt of such notice, Canada shall be entitled to invoke all rights and remedies provided by law to recover any amounts owed by the First Nation.
- 5.7 The First Nation acknowledges that the Governor in Council can proclaim, pursuant to subsection 4(2) of the *Indian Act*, that section 89 of the Act does not apply to the First Nation for the purpose of recovering the amount for which Canada requests indemnification in the Settlement Agreement.

ARTICLE 6

RATIFICATION VOTE

- 6.1 The First Nation agrees to and approves the terms and conditions of this Settlement Agreement and authorizes and directs at least a Quorum of the Council to sign this Settlement Agreement if, at the Ratification Vote:

- a) a minimum of 25% plus one of the Voters vote, in favour of the Settlement Agreement; and
 - b) a majority (over 50%) of the votes cast by the Voters are in favour of this Settlement Agreement;
- 6.2 If the first vote is unsuccessful, Canada will agree to a second vote if more than 50% of the ballots cast were in favor of the agreement. A Simple Majority is required for the second vote, meaning that a majority of those voting vote in favour.
- 6.3 For greater certainty, if the required approval and assent pursuant to section 6.1 (or in the case of a second vote section 6.2) is not obtained from the First Nation, this Settlement Agreement shall be void and of no force or effect.
- 6.4 All Ratification Votes with respect to this Settlement Agreement shall be conducted in accordance with the Voting Guidelines.

ARTICLE 7

CONDITIONS PRECEDENT TO EXECUTION BY CANADA

- 7.1 Canada and the First Nation agree that the following are conditions precedent which need to be fulfilled before Canada will consider executing this Settlement Agreement:
- (a) ratification and approval of the terms of this Settlement Agreement by the First Nation in accordance with Article 6;
 - (b) the issuance and delivery to Canada of the executed Band Council Resolution approving and assenting to the terms and conditions of this Settlement Agreement by the First Nation in accordance with 7.1(a);
 - (c) execution of this Agreement by the First Nation in accordance with Article 8;
 - (d) the Minister has been authorized to sign this Settlement Agreement;
 - (e) funds for the payment of the Compensation have been approved and appropriated for that purpose by Canada;
 - (f) receipt by Canada of a Direction to Pay from the First Nation, substantially in a form acceptable to Canada as attached as Schedule 3;

- (g) receipt by Canada of a Solicitor's Certificate from the First Nation's legal counsel, dated on or after the date of execution of this Settlement Agreement by the First Nation, substantially in the form attached as Schedule 4;
- (h) receipt by Canada of a Financial Advisor's Certificate from the First Nation's financial advisor dated on or after the date of execution of this Settlement Agreement by the First Nation, substantially in the form attached as Schedule 5.
- (i) receipt by Canada of a full release and indemnity signed by the Fort William Development Corporation with respect to the Claim.

ARTICLE 8

EXECUTION

- 8.1 This Settlement Agreement shall be deemed to be fully executed once signed by:
 - (a) Council on behalf of the First Nation following ratification of this Settlement Agreement in accordance with Article 6;
 - (b) the Minister on behalf of Canada, provided that all of the conditions precedent set out in Article 7 have been fulfilled.

ARTICLE 9

EFFECTIVE DATE OF SETTLEMENT AGREEMENT

- 9.1 This Agreement shall come into effect and bind the Parties on the date on which this Agreement is executed by Canada in accordance with Article 8.

ARTICLE 10

REPRESENTATIONS AND WARRANTIES

- 10.1 The First Nation represents and warrants that:
 - a) it intends to use the Compensation for the benefit of the First Nation and shall take such actions as it deems necessary or advisable, with the advice of its legal counsel and financial advisor, to give effect to that intent;

- b) it has held an Information Meeting for members of the First Nation for the purposes of explaining the terms and conditions of this Settlement Agreement;
- c) it has retained independent legal counsel who is qualified to practice law in the Province of Ontario to advise it with respect to the legal nature and effect of this Settlement Agreement;
- d) its legal counsel has fully explained to the Chief and Council and to the members of the First Nation present at the Information Meeting the legal nature and effect of this Settlement Agreement as well as their implementation, including without limitation, the deposit by Canada of the Compensation into the First Nation's account rather than into an account for the First Nation managed by the Department, as confirmed by the certificate of independent legal advice substantially in the form attached to this Settlement Agreement as Schedule 4;
- e) its legal counsel has fully explained to the Chief and Council and to the members of the First Nation present at the Information Meeting the legal nature and effect of this Settlement Agreement, as well as its implementation, including without limitation, the deposit by Canada of the Net Compensation as directed in the Direction to Pay substantially in the form attached to this Settlement Agreement as Schedule 4, as confirmed by the certificate of independent legal advice substantially in the form attached to this Settlement Agreement as Schedule 4;
- f) its financial advisor has provided to the Council, and to the members of the First Nation present at the Information Meeting where the financial advisor was present, independent financial advice with respect to the management and administration of the Net Compensation, and the deposit of the Net Compensation into the First Nation's account rather than into an account for the First Nations managed by the Department, as set out in substantially in the Form of the Financial Advisor's Certificate attached to this Settlement Agreement as Schedule 5;
- g) Canada has not advised the First Nation with respect to the placement or management of the Compensation or the structure, terms, management or operation, or any matter related thereto, and the First Nation has obtained the advice of its own legal and financial advisors in this regard and with regard to all other matters related to the settlement of the Claim;

- h) an interpreter fluent in the First Nation language was present and available to those members in need of an interpreter at all times during the Information Meeting and at the Ratification Vote;
- 10.2 These representations and warranties shall survive the execution of this Settlement Agreement and shall continue in full force and effect for the benefit of Canada.

ARTICLE 11

PROGRAMS AND SERVICES

- 11.1 Nothing in this Agreement shall affect the ability of the First Nation or any members to be eligible to apply for, or to continue or have access to funding for programs and services offered by Canada on the same basis as other First Nations in Canada as if this Agreement had not been concluded, in accordance with the criteria established from time to time for the application of such programs and service.

ARTICLE 12

DISPUTE RESOLUTION

- 12.1 In the event of a dispute among the Parties arising out of this Agreement, the Parties shall explore at their own expense, for a minimum of thirty (30) days, resolution through negotiation or other appropriate dispute resolution procedure, including mediation, before resorting to litigation. After thirty (30) days, any Party may resort to litigation.

ARTICLE 13

AMENDMENTS

- 13.1 Subject to section 13.2, this Settlement Agreement may only be amended or replaced by written agreement between the Parties, upon approval pursuant to the same procedures as this Settlement Agreement was approved.
- 13.2 The Parties, by written agreement between the First Nation as represented by the Council and by the Senior Assistant Deputy Minister, Treaties and Aboriginal Government on behalf of Canada, may agree to amend this Settlement Agreement for any of the following purposes:

- (a) to remove any conflicts or inconsistencies which may exist between any of the terms of this Agreement and any provision of any applicable law or regulation;
- (b) to amend the time provided in any of the provisions in this Settlement Agreement for doing any act or receiving any notice or written communication; or
- (c) to correct any typographical error in this Settlement Agreement, or to make corrections or changes required for the purpose of curing or correcting clerical omission, mistake, manifest error or ambiguity arising from defective or inconsistent provisions contained in this Settlement Agreement.

ARTICLE 14

NOTICE

14.1 Any notice or other written communication required or permitted to be given under this Settlement Agreement will be given as follows:

to Canada:

Senior Assistant Deputy Minister
Treaties and Aboriginal Government
Department of Indian Affairs and Northern Development
Les Terrasses de la Chaudière
10 Wellington Street
GATINEAU QC K1A 0H4
FAX: (819) 953-0545

to the First Nation:

Fort William First Nation
90 Anemki Drive
Thunder Bay, ON. P7J 1L3

or at such other address as may be provided in writing by the either Party.

14.2 Any notice may be delivered personally or sent by facsimile or registered mail to either Party at the addresses set out in Article 14.1. The notice will be presumed to have been received by the Party:

- (a) if delivered personally, on the day that it was delivered;
 - (b) if sent by facsimile, on the next business day after it was transmitted; and
 - (c) if sent by registered mail, on the earlier of the day it was received and the fifth day after it was mailed.
- 14.3 During an actual or anticipated postal disruption or stoppage, the mail will not be used by either Party, and if used such notice will be of no effect.

ARTICLE 15

GENERAL PROVISIONS

- 15.1 This Settlement Agreement is for the benefit of and is binding upon Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns and upon the First Nation and any of their respective heirs, descendants, legal representatives, successors and assigns.
- 15.2 This Settlement Agreement is entered into by Canada and the First Nation without any admission of fact or liability whatsoever with respect to the Claim.
- 15.3 The insertion of headings and recitals, and the provision of a table of contents, are solely for convenience and in no way modify or explain the scope or meaning of any part of this Settlement Agreement.
- 15.4 Words in the singular include the plural and words in the plural include the singular.
- 15.5 Words importing male persons include female persons and corporations.
- 15.6 There shall be no presumption that any ambiguity in any of the terms of this Settlement Agreement should be interpreted in favour of any Party.
- 15.7 The rights and obligations of the Parties to this Settlement Agreement may not be assigned or otherwise transferred without the prior consent of the First Nation, which shall be evidenced by a Band Council Resolution, and the prior written consent of Canada, such consent not be unreasonable withheld.
- 15.8 This Settlement Agreement shall be governed by the applicable laws of Ontario and Canada.

- 15.9 This Settlement Agreement sets out the entire agreement between the Parties with respect to the Claim. There is no representation, warranty, collateral agreement, undertaking or condition affecting this Settlement Agreement, except as expressly set out herein. This Settlement Agreement supersedes and revokes all previous agreements entered into during the course of the negotiation of the Claim, whether oral or in writing between the Parties with respect to the Claim.

15.10 All references in this Settlement Agreement to statutes and regulations of Canada shall include, unless a contrary intention is expressed, any such statute or regulation as the same may be amended, re-enacted or replaced from time to time.

15.11 The First Nation and Canada shall in good faith do such things, execute such further documents, and take such further measures as may be necessary to carry out and implement the terms, conditions, intent and meaning of this Agreement.

IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development, on behalf of Her Majesty The Queen in Right of Canada has executed this Settlement Agreement, and the Council of the Fort William First Nation, on behalf of the Fort William First Nation, have hereunto set their respective hands this (date) day of (month) in (year).

SIGNED on behalf of HER MAJESTY
THE QUEEN IN RIGHT OF CANADA, as
represented by the Minister of Indian Affairs
and Northern Development, in the presence
of:

Signature: John Doe

Name of Witness: Amerson, George

Address: 10 WELLINGTON,
GATINEAU.

This (date) day of (month) in (year)
Date: July 21 2015

Jack Woodward
Minister of Indian Affairs
and Northern Development

SIGNED on behalf of the Fort William First Nation at Fort William First Nation by the Chief and Council of the First Nation in the presence of:

Signature: _____

Name of Witness: _____

Address: _____

(As to all signatures)

Date: Jan. 14. 15

) Per:

Councillor / _____

FORT WILLIAM FIRST NATION

MINING LOCATION CLAIM

SETTLEMENT AGREEMENT

SCHEDULE "1"

BALLOT QUESTION

As a Voter of the Fort William First Nation, do you:

- a) **agree to all of the terms and conditions of the Mining Location Claim Settlement Agreement initialed by the negotiators for the First Nation and Canada on _____, 2014; which settles and releases the Mining Location Claim;**

and

- b) **authorize and direct the Chief and Council of the Fort William First Nation to sign all documents and do everything necessary to give effect to the Mining Location Claim Settlement Agreement?**

YES

NO

Mark this Ballot by placing a cross “X”, check mark or other mark, under the word “YES” or “NO” within the appropriate box, clearly indicating your response to the question asked, but without identifying yourself.

FORT WILLIAM FIRST NATION

MINING LOCATION CLAIM

SETTLEMENT AGREEMENT

SCHEDULE "2"

VOTING GUIDELINES

FORT WILLIAM FIRST NATION

**MINING LOCATION CLAIM
SETTLEMENT AGREEMENT
VOTING GUIDELINES**

2014

Table of Contents

Table of Contents	22
ARTICLE 1: DEFINITIONS	23
ARTICLE 2: BAND COUNCIL RESOLUTIONS	24
ARTICLE 3: GENERAL RESPONSIBILITIES OF THE RATIFICATION OFFICER	25
ARTICLE 4: VOTERS LIST	26
ARTICLE 5: INFORMATION MEETINGS	27
ARTICLE 6: MAIL-IN VOTING	27
ARTICLE 7: COLLECTING AND SECURING RETURN ENVELOPES BEFORE VOTING DAY	28
ARTICLE 8: VOTING DAY PROCEDURES	29
ARTICLE 9: COUNTING BALLOTS AND REPORTING RESULTS	31
ARTICLE 10: ADMINISTRATIVE AMENDMENTS	32
ARTICLE 11: APPEALS COMMITTEE	32
ARTICLE 12: OBJECTIONS	33
APPENDIX A: APPOINTMENT OF DEPUTY RATIFICATION OFFICER	34
APPENDIX B: NOTICE OF RATIFICATION VOTE	35
APPENDIX C: DECLARATIONS OF MAIL-IN VOTER AND WITNESS	36
APPENDIX D: DECLARATION OF RATIFICATION OFFICER UPON SEALING A BALLOT BOX	37
APPENDIX E: STATEMENT OF WITNESS REGARDING SEALING A BALLOT BOX	38
APPENDIX F: STATEMENT OF RESULTS OF THE MINING LOCATION CLAIM RATIFICATION VOTE	39
APPENDIX G: CERTIFICATION OF VOTE	39
APPENDIX H: DECLARATION OF MEMBERSHIP AND ELIGIBILITY TO VOTE	40
APPENDIX I: STATEMENT OF WITNESS UPON OPENING OF RETURN ENVELOPES	

41

22



ARTICLE 1: DEFINITIONS

1. In these **Voting Guidelines**:

- 1.1. "**Appeals Committee**" means the Committee described in Article 11;
- 1.2. "**Ballot Question**" means the question set out in Schedule 1 of the **Settlement Agreement** to which **Voters** will be asked to vote "Yes" or "No";
- 1.3. "**Council**" means the **Council of Fort William First Nation**, which is a "council of the band" within the meaning of the *Indian Act*;
- 1.4. "**Deputy**" means a person appointed by the **Ratification Officer** in accordance with the provisions of Article 3.
- 1.5. "**Designated Member of Council**" is the member of the **Council of FWFN** who is the primary contact for the **Ratification Officer** for matters that will or may require approval by **Council**;
- 1.6. "**End of the Voting Day**" means 8:00 pm on **Voting Day**;
- 1.7. "**FWFN**" means **Fort William First Nation**;
- 1.8. "**Information Meeting**" means a meeting as described in Article 5;
- 1.9. "**Mail-In Ballot Package**" means a package of materials for **Voters** to vote by mail as described in Article 6;
- 1.10. "**Member**" means a person whose name appears on the Membership list that is maintained by **FWFN** in accordance with its Membership Code pursuant to Section 10 of the *Indian Act*, R.S.C. 1985, c. I-5, and amendments thereto;
- 1.11. "**Membership Registrar**" means a person designated by **Council** to be responsible for deciding on membership and eligibility issues for purposes of the **Ratification Vote**;
- 1.12. "**Notice of Ratification Vote**" means a notice to the **Voters** of **FWFN** substantially in the form of the sample contained in Appendix B;
- 1.13. "**Ratification Vote**" means a vote by the **Voters** on the **Ballot Question**;
- 1.14. "**Ratification Officer**" means a person appointed by **Council** to oversee the **Ratification Vote**;
- 1.15. "**Reserve**" means the Fort William Indian Reserve No. 52;
- 1.16. "**Return Envelope**" means a postage-paid envelope included in the **Mail-In Ballot Package** that is addressed to the **Ratification Officer**.
- 1.17. "**Settlement Agreement**" means the Agreement between Canada and **FWFN** dated for reference _____, 2014;

- 1.18. “Voter” means any Member of FWFN who is eighteen (18) years of age or older on Voting Day;
 - 1.19. “Voters List” means the list of FWFN Members who are Voters for purposes of this Ratification Vote;
 - 1.20. “Voting Day” means the day established by Council for the Ratification Vote;
 - 1.21. “Voting Guidelines” means this document including its Appendices; and
 - 1.22. “Voting Station” means the location on the Reserve where Voters can vote in person or drop off their ballots on Voting Day.
2. Any words defined in the Settlement Agreement will have the same meaning in these Voting Guidelines unless otherwise indicated. In the event of discrepancies, the definition contained in the Settlement Agreement will prevail.
 3. In calculating the number of days between two events, the day on which the first event happens is excluded, but the day on which the second event happens is included.
 4. In these Voting Guidelines, words in the singular include the plural, and words in the plural include the singular.

ARTICLE 2: BAND COUNCIL RESOLUTIONS

1. By Band Council Resolution at least 42 days before the Voting Day, the Council will resolve to:
 - 1.1. approve, or amend and approve these Voting Guidelines;
 - 1.2. order that a Ratification Vote be taken in accordance with these Voting Guidelines;
 - 1.3. establish the Voting Day;
 - 1.4. appoint a Ratification Officer to oversee and administer the Ratification Vote by holding the responsibilities and performing the duties required by these Voting Guidelines;
 - 1.5. appoint a Membership Registrar if that position is vacant or will be vacant between the date of the Council resolution and Voting Day; and
 - 1.6. approve the Voters List prepared by the Membership Registrar for use by the Ratification Officer;
 - 1.7. appoint a Designated Member of Council who will liaise between the Ratification Officer and the Council for the purpose of implementing these Voting Guidelines;
 - 1.8. approve anything covered by Paragraph 2 or Paragraph 3 of this Article.
2. By Band Council Resolution at least 35 days before Voting Day, the Council will resolve to:
 - 2.1. approve the Notice of Ratification Vote;
 - 2.2. recommend that Voters approve the Settlement Agreement;

- 2.3. approve the **Mail-In Ballot Package**;
 - 2.4. appoint a **Member of FWFN** to the **Appeals Committee**;
 - 2.5. appoint an interpreter, if necessary, who will translate the information presented at the **Information Meeting** to those **Voters** in attendance who may require translation; and
 - 2.6. approve other arrangements as may be recommended by the **Ratification Officer**.
3. By Band Council Resolution at least 7 days before **Voting Day**, the **Council** will resolve to:
- 3.1. confirm the person on the **Appeals Committee** who is jointly selected by the appointees of **FWFN** and **Canada**; and
 - 3.2. approve other arrangements as may be recommended by the **Ratification Officer**.

ARTICLE 3: GENERAL RESPONSIBILITIES OF THE RATIFICATION OFFICER

- 1. The **Ratification Officer** will establish a secure office in the **FWFN** Band Office or at another location, appointed with necessary desks, chairs, filing cabinets, a computer, telephone, fax machine and other office equipment and supplies as required.
 - 1.1. The **Ratification Officer** will obtain a Canada Post box number and advise **Members** of contact information such as telephone and fax numbers and an email address.
 - 1.2. The **Ratification Officer** will make arrangements for separate financial accounting in order that costs are monitored, accounts are paid and a summary report is prepared in accordance with Paragraph 7 of this Article.
- 2. The **Ratification Officer** may appoint one or more **Deputies** at any time before **Voting Day**.
 - 2.1. To appoint a **Deputy**, the **Ratification Officer** and the **Deputy** will execute an Appointment of Deputy Ratification Officer form substantially in the form of Appendix A.
 - 2.2. The duties of each **Deputy** will be assigned by the **Ratification Officer** from time to time.
 - 2.3. Although the **Ratification Officer** has overall responsibility for the **Ratification Vote** and carrying out the duties contained in these **Voting Guidelines**, a **Deputy** may carry out any duties assigned by the **Ratification Officer** that are in accordance with these **Voting Guidelines**.
- 3. The **Ratification Officer** will liaise with the **Designated Member of Council** on matters requiring approval by the **Council** by Band Council Resolution as described in Article 2, such as but not limited to the date for the **Ratification Vote** and the locations, dates and times for the **Information Meetings**.
- 4. The **Ratification Officer** will prepare the **Notice of Ratification Vote** substantially in the form of Appendix B, and, after it is approved by **Council**, post it together with a copy of the **Settlement Agreement** and a copy of the **Voters List** at least 30 days prior to **Voting Day** at a location or locations likely to be attended by **Voters**.

5. The Ratification Officer will prepare and distribute a Mail-In Ballot Package to every Voter on the Voters List.
 - 5.1. The Ratification Officer will establish secure procedures to collect Return Envelopes from the Canada Post box and to receive Return Envelopes that Voters drop off in person before Voting Day.
 - 5.2. The Ratification Officer will ensure that Return Envelopes collected or received before Voting Day are kept in a secure location until they are brought to the Voting Station.
6. The Ratification Officer will be responsible for overseeing the Voting Station on Voting Day and ensure arrangements to facilitate orderly voting, including but not limited to:
 - 6.1. accessibility;
 - 6.2. confirming the eligibility of Voters who choose to vote in person;
 - 6.3. provision of privacy screens to ensure that Voters may mark their ballots in secret;
 - 6.4. provision for receiving Return Envelopes from Voters who use the mail-in voting procedure but then decide to deliver the Return Envelopes in person;
 - 6.5. ballot boxes;
 - 6.6. security; and
 - 6.7. making other arrangements as may be required.
7. Within 30 days of the completion of the Ratification Vote, the Ratification Officer will produce a summary report to the Council containing a report on costs incurred, and also containing a description of any issues, concerns or problems that arose during the Ratification Vote, together with recommendations, if any, about changes that should be considered for future ratification votes on other Land Claims.

ARTICLE 4: VOTERS LIST

1. The Membership Registrar will be responsible for updating the Voters List, including names and band membership numbers or birth dates, together with last known contact information.
2. The Membership Registrar will arrange for Council to approve the Voters List.
 - 2.1. After approval by Council, the Membership Registrar will provide the Voters List to the Ratification Officer, along with addresses and other contact information.
3. A Voter may apply to the Ratification Officer to have the Voters List revised if he or she believes that his or her name or someone else's name has been omitted, is incorrect, or should not be included.
 - 3.1. A Voter may make this application up to the End of the Voting Day.
 - 3.2. To support any such application, the Voter must provide proof of affiliation with FWFN by completing and signing the Declaration of Membership and Eligibility to Vote form substantially in the form of Appendix H.

4. Upon receipt and confirmation of the information in the Declaration of Membership and Eligibility to Vote form, the **Ratification Officer**, in consultation with the **Membership Registrar**, will revise the **Voters List**.
5. A decision by the **Ratification Officer** in accordance with Paragraph 4 of this Article shall be final for purposes of the **Ratification Vote**, and, even if such decision is later proven to be based on incorrect information, shall not be grounds to object or appeal the results of the **Ratification Vote** in accordance with Article 12 of these **Voting Guidelines**.

ARTICLE 5: INFORMATION MEETINGS

1. The **Ratification Officer**, in consultation with the **Designated Member of Council**, will recommend the dates, places and times for **Information Meetings**.
 - 1.1. At least one **Information Meeting** must be held on the **Reserve**.
 - 1.2. A second and any other **Information Meeting** may be held at any locations approved by the **Council**.
 - 1.3. The **Information Meeting** held on the **Reserve** and a second and any other **Information Meeting** cannot be held earlier than one week after the **Mail-In Ballot Packages** have been mailed nor less than ten days before **Voting Day**.
2. All **Information Meetings** will be open to all **Voters** and must be attended by a representative of **Council**, the **Ratification Officer**, legal counsel and a financial advisor.
3. **Voters** may choose to vote during an **Information Meeting** and hand-deliver the **Mail-In Ballot Package** to the **Ratification Officer** at that time.
4. Canada may send an observer to any **Information Meeting** with advance notice to **Council**.

ARTICLE 6: MAIL-IN VOTING

1. The **Ratification Officer** shall send by mail, or arrange delivery by another means such as courier or hand-distribution on the **Reserve**, a **Mail-In Ballot Package** as set out in Paragraph 2 of this Article at least 28 days before the **Voting Day**, to every **Voter** who is on the **Voters List**.
2. Each **Mail-In Ballot Package** shall include:
 - 2.1. a copy of the **Notice of Ratification Vote**;
 - 2.2. a copy of the proposed **Settlement Agreement**, all pages of which have been initialled by the Chief or a designated Member of **Council**;
 - 2.3. an information letter from the **Council** about the proposed **Settlement Agreement**;
 - 2.4. an instruction letter from the **Ratification Officer** about voting by mail or in person;
 - 2.5. a ballot with the initials of the **Ratification Officer** affixed on the back;

- 2.6. a white ballot envelope with the Declarations of Mail-In Voter and Witness substantially in the form of Appendix C printed on it; and
- 2.7. a postage-paid **Return Envelope** that is pre-addressed to the **Ratification Officer**, in which the Voter is to enclose the sealed white ballot envelope containing the ballot.
3. The **Ratification Officer** shall place a mark opposite the name of every Voter on the **Voters List** to whom a **Mail-In Ballot Package** has been sent.
4. Every Voter receiving a **Mail-In Ballot Package** may read the information provided, and then:
 - 4.1. answer the **Ballot Question** by placing an "X" or a check mark or other mark within the box associated with either the word "YES" or the word "NO" on the ballot;
 - 4.2. fold the ballot in a manner that conceals the **Ballot Question** and any mark made by the Voter, but exposes the **Ratification Officer's initials** on the back;
 - 4.3. place the ballot in the white ballot envelope and seal it;
 - 4.4. complete and sign the Declarations of Mail-In Voter and Witness printed on the front of the white ballot envelope in the presence of a witness who must be eighteen (18) years of age or older;
 - 4.5. ensure that the witness also fills in and signs the Declarations of Mail-In Voter and Witness;
 - 4.6. place the white ballot envelope in the postage-paid **Return Envelope** and then seal it; and
 - 4.6.1. mail the **Return Envelope** soon enough to ensure it arrives at the Canada Post box on or before the last business day before **Voting Day**; or
 - 4.6.2. arrange to deliver the return envelope to the **Ratification Officer** by 4:00 pm on the last business day before **Voting Day**; or
 - 4.6.3. deliver it to the **Voting Station** on **Voting Day**.
5. Any **Return Envelope** that arrives at the Canada Post box after close of business on the last business day before **Voting Day** will not be opened, which means that the vote contained in that **Return Envelope** will not be counted in the **Ratification Vote**.
6. Voters who receive a **Mail-In Ballot Package** may vote in person at the **Voting Station** on **Voting Day**.

ARTICLE 7: COLLECTING AND SECURING RETURN ENVELOPES BEFORE VOTING DAY

1. After the **Mail-In Ballot Packages** have been distributed, the **Ratification Officer** will ensure that **Return Envelopes** are collected from the Canada Post box.
 - 1.1. The **Ratification Officer** will ensure witnesses and security for picking up **Return Envelopes**.

2. At the close of business on the last business day before Voting Day, the **Ratification Officer** will arrange for a final pick up of **Return Envelopes** from the Canada Post box.
3. The **Ratification Officer** will ensure that all **Return Envelopes** that have been collected from the Canada Post box, or that have been dropped off by **Voters** are stored, unopened, in a secure location.
4. The **Ratification Officer** will bring all **Return Envelopes** collected or received before Voting Day to the Voting Station on Voting Day.

ARTICLE 8: VOTING DAY PROCEDURES

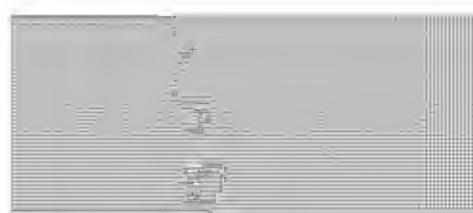
1. On Voting Day, the **Ratification Officer** will open and close the **Voting Station**.
 - 1.1. The **Voting Station** will be opened at 9:00 a.m. and will remain open until the **End of the Voting Day** at 8:00 p.m.
 - 1.2. The **Ratification Officer** will not permit any **Voters** to enter the **Voting Station** for purposes of voting after the **End of the Voting Day**.
2. The **Ratification Officer** or a **Deputy** shall be in attendance at the **Voting Station** at all times when it is open.
3. Immediately upon opening the **Voting Station**, the **Ratification Officer** will:
 - 3.1. Open an empty ballot box and ask a **Voter** to witness that the ballot box is empty;
 - 3.2. Seal the ballot box with masking tape and a lock, place his or her signature on the seal in front of the witness, and ask the witness to place his or her signature on the seal;
 - 3.3. Place the sealed ballot box in full view for the reception of the ballots;
 - 3.4. Execute a Declaration of Ratification Officer Upon Sealing a Ballot Box form substantially in the form of Appendix D;
 - 3.5. Ensure that the witness executes a Statement of Witness Regarding Sealing a Ballot Box form substantially in the form of Appendix E; and
 - 3.6. Repeat this procedure for each ballot box required on Voting Day.
4. Voters who arrive at the **Voting Station** in person either with or without their **Mail-In Ballot Package** will be asked by the **Ratification Officer** to confirm their identity (if deemed necessary by the **Ratification Officer**, this may be done by filling out the Declarations of Mail-In Voter and Witness form in which case the **Ratification Officer** or another eligible person in the **Voting Station** at the time would be the witness) or by completing and signing the Declaration of Membership and Eligibility to Vote form.
 - 4.1. Upon confirmation of eligibility to participate in the **Ratification Vote**, the **Ratification Officer** will either:
 - 4.1.1. Accept the ballot from the **Mail-In Ballot Package** that the **Voter** has already marked, ensuring that it is folded so as to cover any mark but reveal the initials on the back, confirm the initials and deposit it in the ballot box; or

- 4.1.2. Initial a ballot on the back and provide it to the **Voter** who will mark it in secret, fold it so as to cover any mark but reveal the initials on the back, and then hand it back to the **Ratification Officer** who will confirm his or her initials and deposit it in the ballot box.
- 4.2. The **Ratification Officer** will then place a line through the name of the **Voter** on the **Voters List** indicating that the **Voter's** ballot has been deposited in the ballot box.
5. No **Voter** may vote more than once.
6. A **Voter** who receives a soiled or improperly printed ballot, or who accidentally spoils his or her ballot will, upon returning it to the **Ratification Officer**, be entitled to receive a fresh ballot. The returned ballot will be marked "void" and put in an envelope marked "replaced ballots" by the **Ratification Officer** and not counted.
7. No ballots will be accepted after the **End of the Voting Day** except in the case of a **Voter** who is already in line inside the **Voting Station** at that time, waiting to vote in person or hand-deliver his or her **Mail-In Ballot Package** to the **Ratification Officer**.
8. After the **Voting Station** is closed, the **Ratification Officer** will open the **Return Envelopes** in the full view of at least one **Deputy** and at least one other **Voter** who will execute a Statement of Witness Upon Opening of Return Envelopes substantially in the form of Appendix I.
9. Upon opening each **Return Envelope**, the **Ratification Officer** will check that the Declarations of Mail-In Voter and Witness form on the white ballot envelope was completed and executed properly.
 - 9.1. If the Declaration printed on the white ballot envelope has been completed and executed properly, the **Ratification Officer** will check to see that the name of the **Voter** on the **Voters List** does not already have a line through it indicating that the **Voter's** ballot has already been deposited in the ballot box.
 - 9.2. If the **Voter's** name does not have a line through it, the **Ratification Officer** will open the white ballot envelope and, without unfolding the ballot or in any way viewing or disclosing the mark made by the **Voter**, verify that the ballot bears the initials of the **Ratification Officer**, and then deposit the ballot into the ballot box and place a line through the name of the **Voter** on the **Voters List** indicating that the **Voter's** ballot has been deposited in the ballot box.
 - 9.3. If the ballot does not bear the initials of the **Ratification Officer**, the **Ratification Officer** will mark "VOID/NO INITIALS" on it without unfolding the ballot or in any way viewing or disclosing the mark made by the **Voter**, deposit it into the ballot box for safe-keeping until the ballots are counted, and place a line through the name of the **Voter** on the **Voters List** indicating that the **Voter's** ballot has been deposited in the ballot box.
 - 9.4. If the **Ratification Officer** has drawn a line through the name of a **Voter** on the **Voters List** in accordance with Paragraphs 4.2, 9.2, 9.3 or 10 of this Article and then a **Return Envelope** is opened containing a white ballot envelope from the same **Voter**, the **Ratification Officer** will mark the white ballot envelope with "VOID/VOTED IN PERSON" and set it aside, and the ballot shall not be counted as a vote cast.
10. If, upon opening a **Return Envelope**, the **Ratification Officer** finds that the Declarations of Mail-In Voter and Witness form has not been completed or executed as required, the **Ratification Officer** shall make an entry on the **Voters List** opposite the name of the **Voter** indicating that the Declarations of Mail-In Voter and Witness

form was not completed or executed as required, mark the white ballot envelope of the Voter
 "VOID/IMPROPER MAIL-IN BALLOT" and place a line through the name of the Voter on the Voters List.

ARTICLE 9: COUNTING BALLOTS AND REPORTING RESULTS

1. As soon as practicable after all of the **Return Envelopes** have been opened and all of the ballots deposited in the ballot box or boxes in accordance with Article 8, the **Ratification Officer**, in the presence of at least one **Deputy**, at least one **Member of Council** and any other **Voters** who may be present, will:
 - 1.1. open the ballot box or boxes;
 - 1.2. examine all ballots contained in the ballot box or boxes;
 - 1.3. set aside all ballots that do not bear the initials of the **Ratification Officer**; and
 - 1.4. set aside all ballots that appear to be spoiled in accordance with Paragraph 2 of this Article.
2. Ballots that are considered to be spoiled may have the following characteristics:
 - 2.1. they may have not been marked as either "YES" or "NO";
 - 2.2. they may have been marked as both "YES" and "NO";
 - 2.3. they may have any other writing or marks, including marks that would identify the Voter or marks that cause confusion in the mind of the **Ratification Officer** as to the intent of the Voter.
3. The **Ratification Officer** will not consider a ballot to be spoiled if it is marked with something other than an "X", a check mark (✓) or any other mark, as long as the intent of the Voter is clear and unambiguous.
4. The **Ratification Officer** will then count the remaining ballots, making a determination as to whether the intent of each Voter was to answer the **Ballot Question** by indicating "YES" or "NO."
 - 4.1. The **Ratification Officer** will make a record of the ballots marked "YES," the ballots marked "NO," the number of spoiled ballots, the number of ballots marked with "VOID/NO INITIALS" and the number of white ballot envelopes marked with "VOID/IMPROPER MAIL-IN BALLOT."
5. When the counting of the ballots is complete, the **Ratification Officer** will:
 - 5.1. prepare and sign a Statement of Results of Ratification Vote essentially in the form of Appendix F;
 - 5.2. ensure that the Chief or a Member of Council also signs the Statement of Results of Ratification Vote; and
 - 5.3. prepare and sign a Certification of Vote form essentially in the form of Appendix G.
6. The **Ratification Officer** will seal in separate envelopes the ballots marked "YES," the ballots marked "NO," the ballots determined to have been spoiled, the white ballot envelopes marked "VOID/IMPROPER MAIL-IN BALLOT," the ballots marked "void" that were replaced, and the ballots set aside because they did not bear the initials of the **Ratification Officer**.



- 6.1. The **Ratification Officer** will affix his or her signature to the seals on each of the envelopes and deliver them to the Appeals Committee.

ARTICLE 10: ADMINISTRATIVE AMENDMENTS

1. After the **Notice of Ratification Vote** has been distributed but before **Voting Day**, the **Ratification Officer** may encounter a situation that, in his or her opinion, requires a change to some aspect of these **Voting Guidelines**.
2. In these circumstances, the **Ratification Officer** will advise the **Designated Member of Council**, the Chief and legal counsel by way of a brief written summary of the problem, together with a recommendation about any change recommended.
3. Providing that the recommended change is of an administrative or technical nature that the **Ratification Officer**, the **Designated Member of Council**, the Chief and legal counsel all agree will not result in any substantive change or affect the outcome of the **Ratification Vote**, the **Ratification Officer** may implement the change after the **Ratification Officer**, the **Designated Member of Council**, the Chief and legal counsel sign off on the recommendation prepared by the **Ratification Officer** in accordance with Paragraph 2 of this Article.
4. If the **Ratification Officer**, the **Designated Member of Council**, the Chief and legal counsel believe that the recommended change is or may be substantive, and may have a significant effect on the outcome of the **Ratification Vote**, the matter will be referred to the **Council** for a decision.

ARTICLE 11: APPEALS COMMITTEE

1. The **Appeals Committee** will be composed of three people: a representative of **FWFN**; a representative of **Canada**; and an independent third person that is agreed to by the representatives named by **FWFN** and **Canada**, and then confirmed by **Council** in accordance with Article 2, Paragraph 3.1.
2. The **Appeals Committee** will be responsible for the investigation, review and resolution of any objections regarding any aspect of this **Ratification Vote** filed in accordance with Article 12.
3. The **Appeals Committee** will not open the sealed envelopes provided by the **Ratification Officer** in accordance with Paragraph 6 of Article 9 unless their contents are required for the investigation of an objection filed in accordance with Article 12.
 - 3.1. If no objection is filed, the **Appeals Committee** will destroy the sealed envelopes sixty (60) days after the **Day of the Vote**.
 - 3.2. If one or more objections is filed, the **Appeals Committee** may open the sealed envelopes if necessary and use the contents as may be required to investigate the objection(s).
 - 3.2.1. The **Appeals Committee** will destroy the envelopes and all of their contents sixty (60) days after making its decision(s).

ARTICLE 12: OBJECTIONS

1. A Voter may file an objection if he or she has reasonable grounds to believe that:
 - 1.1. A violation of these Voting Guidelines that may have affected the results of the Ratification Vote occurred between the date that the Notice of Ratification Vote was posted and the End of the Voting Day; or
 - 1.2. A corrupt practice occurred that may have affected the results of the Ratification Vote.
2. To be recognized, any such objection must be filed by registered mail or courier to the Appeals Committee, and contain:
 - 2.1. Notice of the objection;
 - 2.2. A statutory declaration setting out the grounds for the objection; and
 - 2.3. Evidence such as a receipt from Canada Post or a courier that the objection was filed for delivery not later than the end of the tenth calendar day after Voting Day.
3. When an objection meets the criteria established by Paragraph 2 of this Article, the Appeals Committee will acknowledge receipt of the objection, and forward a copy of it to the Ratification Officer with a request for a response by a deadline that the Appeals Committee considers to be appropriate (normally expected to be within 10 days or two weeks).
4. Upon receipt of the objection from the Appeals Committee, the Ratification Officer will acknowledge receipt and prepare a statutory declaration in response to the Voter's objection, and provide other appropriate information to the Appeals Committee by the deadline.
5. Upon receipt of the response from the Ratification Officer, the Appeals Committee shall make a decision about the objection or may conduct such further investigations as it believes may be necessary.
6. After obtaining all the information the Appeals Committee believes it requires, it shall make a decision by a majority vote to:
 - 6.1. Dismiss the objection; or
 - 6.2. Agree that the objection is valid, or may have some validity, but that the violation or corrupt practice was unlikely to have affected the outcome of the Ratification Vote to a sufficient degree so as to affect the outcome, and that the matter would best be dealt with through recommended changes in Voting Guidelines or other changes in future; or
 - 6.3. Agree that the objection is valid and that the violation or corrupt practice is so serious as to have likely affected the outcome, and call another Ratification Vote; or
 - 6.4. Make any other decision or recommendation that the Appeals Committee considers to be appropriate in the circumstances.

APPENDIX A: APPOINTMENT OF DEPUTY RATIFICATION OFFICER

Date _____

I, _____, **Ratification Officer**, appoint _____ to act as my Deputy in carrying out duties assigned by me in accordance with the **Voting Guidelines** for the purpose of the **Ratification Vote** regarding the Mining Location Claim.

Ratification Officer

I, _____, agree to act as a **Deputy to the Ratification Officer** for the purpose of the **Ratification Vote** and promise to carry out all duties assigned by the **Ratification Officer** to the best of my abilities and in accordance with the **Voting Guidelines**.

Deputy

APPENDIX B: NOTICE OF RATIFICATION VOTE

TO: THE MEMBERS OF THE FORT WILLIAM FIRST NATION

TAKE NOTICE that pursuant to the **Voting Guidelines** approved by the Chief and Council of Fort William First Nation on _____ 2014, a **Ratification Vote** will take place to determine if FWFN approves of and assents to the proposed **Settlement Agreement** for the Mining Location Claim annexed to this Notice as Attachment #1. The **Ratification Vote** will be on _____ 2014.

The question on the ballot is:

Do you approve of the terms and conditions set out in the Fort William First Nation Mining Location Claim Settlement Agreement and do you authorize at least a quorum of Council to sign all documents necessary to give effect to this Agreement on behalf of the Fort William First Nation?

Information Meetings for purposes of the **Ratification Vote** will be held at the following places and times:

Location #1, time

Location #2, time

Legal counsel and the financial advisor retained by the Council of FWFN will attend the **Information Meetings** to answer questions regarding the proposed **Settlement Agreement**.

All eligible **Voters** of FWFN (Members who are 18 years of age or older on **Voting Day**) will be receiving a **Mail-In Ballot Package**. Voting in advance by mail is encouraged, but voting in person will be permitted at the **Voting Station** (**location**) that will be open between 9:00 am and 8:00 pm on Saturday, _____ 2014. **Voters** may also drop off their **Return Envelopes** before **Voting Day** at the office of the **Ratification Officer** which is located at (**location**).

It is the responsibility of **Voters** to mail their **Return Envelopes** in sufficient time for it to be received at the Canada Post box by the end of business on _____ 2014. **Return Envelopes** that are not mailed may be dropped off at the office of the **Ratification Officer** at the Band Office before 4:00 pm on _____ 2014 or hand-delivered to the **Ratification Officer** at the **Voting Station** before it is closed at the **End of the Voting Day** which is 8:00 pm on _____ 2014. Ballots not received by the preceding dates and times will not be counted.

Copies of the **Settlement Agreement** will be included in the **Mail-In Ballot Package**, along with explanatory information. A postage-paid **Return Envelope** addressed to the **Ratification Officer** will also be included.

AND FURTHER TAKE NOTICE that the **Voters List** containing the names of all Members of FWFN over the age of 18 years on **Voting Day** has been posted in the Band Office and at various other locations on the Reserve, and that Article 4 of the **Voting Guidelines** that deals with the **Voters List** provides as follows:

3. A Voter may apply to the Ratification Officer to have the Voters List revised if he or she believes that his or her name has been omitted, or is incorrect, or should not be included.
 - 3.1. A Voter may make this application up to the End of the Voting Day.
 - 3.2. To support any such application, the Voter must provide proof of affiliation with FWFN by completing and signing the Declaration of Membership and Eligibility to Vote form substantially in the form of Appendix H.
4. Upon receipt and confirmation of the information in the "Declaration of Membership and Eligibility to Vote" form, the Ratification Officer, in consultation with the Membership Registrar, may revise the Voters List.

If you require further information or clarification, the Ratification Officer appointed by the Council is _____ who may be contacted by telephone during office hours at (phone number, collect calls will be accepted), by fax at (fax number), or by email at (email address).

The Ratification Officer may also be contacted by mail at (mail address) or in person during business hours at (office location).

DATED at Fort William First Nation, in the Province of Ontario, this _____ day of _____, 2014.

RATIFICATION OFFICER

APPENDIX C: DECLARATIONS OF MAIL-IN VOTER AND WITNESS

(to be printed on the white ballot envelope included in each Mail-In Ballot Package)

**NOTICE: YOUR BALLOT WILL BE VOID IF YOU DO NOT COMPLETE AND SIGN THIS DECLARATION
AND IF THIS DECLARATION IS NOT ALSO COMPLETED AND SIGNED BY A WITNESS**

VOTER DECLARATION: I, _____,
(please print name)

DO SOLEMNLY DECLARE THAT:

1. I am a registered Member of Fort William First Nation and that my band membership/registry number is _____;
2. My date of birth is _____ which means that I will be 18 years of age or older on _____ 2014;
3. I have read and understand the information package sent to me regarding the proposed Settlement Agreement and I have voted freely and without compulsion;

4. I have marked my ballot, folding it and showing the initials marked on the back of the ballot, and have placed the ballot in this white envelope and sealed it.

Signature

Date

Address

Telephone Number

WITNESS DECLARATION: I hereby declare that I am 18 years of age or older and know the Voter, and that I witnessed his/her signature or that I assisted the Voter in marking the ballot according to his/her directions.

Name (please print)

Signature

Date

Address

Telephone Number

APPENDIX D: DECLARATION OF RATIFICATION OFFICER UPON SEALING A BALLOT BOX

In the matter of the **Ratification Vote** for the Mining Location Claim held on _____ 2014:

I, _____, **Ratification Officer**, DO SOLEMNLY DECLARE THAT:

1. I opened ballot box number _____, saw that it was empty, and asked persons who were present to witness that the ballot box was empty;
2. I then closed and sealed ballot box number _____ in accordance with Article 8 of the **Voting Guidelines** in front of those persons who were present; and that
3. I then place the sealed ballot box number _____ in full view of those persons who were present; and
4. The sealed ballot box number _____ remained in full view for the duration of the **Voting Day**.

I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force as if made under oath by virtue of the *Canada Evidence Act*.

Signature

Date

APPENDIX E: STATEMENT OF WITNESS REGARDING SEALING A BALLOT BOX

In the matter of the **Ratification Vote** for the Mining Location Claim held on _____ 2014:

I, _____, DO SOLEMNLY DECLARE THAT:
(print name)

1. I was present at the **Voting Station** when the **Ratification Officer** asked me to witness the sealing of ballot box number ____;
2. I saw that the ballot box was empty;
3. I watched the **Ratification Officer** seal the empty ballot box and sign the seal;
4. I also signed the seal at the request of the **Ratification Officer**;
5. The **Ratification Officer** then put ballot box number _____ in full view of those who were present.

Signature of Witness

Date

APPENDIX F: STATEMENT OF RESULTS OF THE MINING LOCATION CLAIM RATIFICATION VOTE

In the matter of the Mining Location Claim Ratification Vote held on _____ 2014, we hereby state that the results are as follows:

1. The names of _____ Voters appeared on the Voters List;
2. _____ Mail-In Ballot Packages were mailed or distributed;
3. _____ Return Envelopes were received before Voting Day and _____ Return Envelopes were received on Voting Day for a total of _____ Return Envelopes received;
4. When the Return Envelopes were opened, _____ Mail-In Voter and Witness Declarations were marked "VOID/IMPROPER MAIL-IN BALLOT" and were therefore set aside;
5. This resulted in _____ mail-in ballots being cast;
6. _____ Voters voted in person at the Voting Station rather than bringing their ballots to the Voting Station in the Return Envelopes;
7. The total number of ballots cast was therefore _____;
8. A total of _____ ballots were considered to be spoiled or set aside because they did not bear the initials of the Ratification Officer;
9. A total of _____ ballots were marked "YES;"
10. A total of _____ ballots were marked "NO."

Accordingly, we certify that _____ Voters (_____ % of eligible Voters) voted in the Ratification Vote and that of these, _____ votes (____ %) were spoiled or set aside, _____ votes (____ %) were in favour of the Ballot Question and _____ votes (____ %) were opposed.

Ratification Officer

Chief or Member of Council

APPENDIX G: CERTIFICATION OF VOTE

In the matter of the Ratification Vote for the Mining Location Claim held on _____ 2014, I DO SOLEMNLY SWEAR THAT:

1. I was present at the Fort William Indian Reserve No. 52 on _____ 2014 when the Voters of Fort William First Nation voted in a Ratification Vote regarding this Claim;

2. I had overall responsibility for overseeing the **Ratification Vote** in accordance with the **Voting Guidelines**, and used my best efforts in this regard;
3. A true copy of the **Notice of Ratification Vote** is attached as Exhibit "A" to this Declaration;
4. In accordance with the **Voting Guidelines**, the **Notice of Ratification Vote** was posted at least 28 days prior to the **Voting Day**;
5. The **FWFN Membership Registrar** provided me with a list of the names and band membership numbers or birth dates of all **Voters**, and the last known contact information for all **Voters**, and I attempted to ensure that every **Voter** received a **Mail-In Ballot Package**;
6. I attended the **Information Meeting(s)** set out in the **Notice of Ratification Vote**;
7. The voting procedures for voting by mail and voting in person and for counting of ballots were all carried out in accordance with the **Voting Guidelines**; and
8. The results of the **Ratification Vote** are set out in the **Statement of Results of Ratification Vote** attached as Exhibit "B" to this Declaration.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath by virtue of the *Canada Evidence Act*.

Ratification Officer

Date

DECLARED before me at _____ on the _____ day of _____, 2014.

Commissioner for Oaths in and for the Province of Ontario

APPENDIX H: DECLARATION OF MEMBERSHIP AND ELIGIBILITY TO VOTE

In the matter of the **Ratification Vote** for the Mining Location Claim held on _____ 2014:

I, _____, the Fort William First Nation Membership Registrar,
(print name)

DO SOLEMNLY DECLARE THAT:

I examined evidence provided by _____ and determined that the evidence is sufficient for me to conclude and believe that _____ is a Member of Fort William First Nation who is over the age of 18 years on _____ 2014 and is therefore eligible to vote in the **Ratification Vote** regarding the Mining Location Claim.

I recommended to the **Ratification Officer** that _____
List for the purpose of this **Ratification Vote**.

I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath by virtue of the *Canada Evidence Act*. I understand that it is an offence to make a false statement in this declaration.

Signature

DECLARED BEFORE me at _____ in the Province of Ontario this ___ day of
_____, 2014.

Commissioner for Oaths in and for the Province of Ontario

APPENDIX I: STATEMENT OF WITNESS UPON OPENING OF RETURN ENVELOPES

In the matter of the **Ratification Vote** for the Mining Location Claim held on _____ 2014:

I, _____, was present at the Voting Station
(print name)

between _____ and _____ during which time I watched the **Ratification Officer**
(time) (time)

and at least one **Deputy open Return Envelopes** and white ballot envelopes in accordance with the provisions of Article 8 of the **Voting Guidelines** which I have read and understand.

Signature

Date

FORT WILLIAM FIRST NATION

MINING LOCATION CLAIM

SETTLEMENT AGREEMENT

SCHEDULE "3"

FORM OF DIRECTION TO PAY

Pursuant to the terms of the Settlement Agreement dated for reference the _____ day of _____, 2014, the Fort William First Nation hereby directs Canada to pay any and all amounts owing to the First Nation under the Settlement Agreement as follows:

Name of Financial Institution: _____

Address and Transit Number of Financial Institution: _____

Name of Account Holder: _____

Account Number: _____

AND THIS SHALL BE YOUR CLEAR AND IRREVOCABLE DIRECTION TO PAY

Fort William First Nation, by its duly elected Chief and Council:

Signature

Signature

Signature

FORT WILLIAM FIRST NATION
MINING LOCATION CLAIM
SETTLEMENT AGREEMENT

SCHEDULE 4
SOLICITOR'S CERTIFICATE

I, Kim Fullerton, of the City of Toronto, in the Province of Ontario, Barrister & Solicitor, do hereby certify:

1. THAT I am a member in good standing of the Law Society of Ontario and am qualified to practice law in the Province of Ontario;
2. THAT I was retained in my professional capacity to provide independent legal advice to the Fort William First Nation with respect to the Claim, including the terms of settlement of the Claim and the preparation, execution and implementation of the Fort William First Nation Mining Location Claim Settlement Agreement (the "Settlement Agreement");
3. THAT I have advised the Council of the First Nation as to the legal nature and effect upon the First Nation and its members of the Settlement Agreement, the release, and the implementation of the Settlement Agreement, and the relative risks of depositing the Compensation into a trust or other account managed by the First Nation rather than into an account managed by the Department of Indian Affairs and Northern Development;
4. THAT I was present at the following Information Meeting called for the purpose of explaining to the members of the First Nation the Settlement Agreement;

Location of Meeting:

Date and Time:

5. THAT I made a presentation at the Information Meeting, to the members of the First Nation then present, regarding the terms of the Settlement Agreement and answered any relevant legal questions raised at the Information Meeting to the best of my professional ability.
6. THAT I was also available to speak in confidence with members of the First Nation to answer their questions on legal issues by telephone, without charge to them personally, and that members of the First Nation were able to telephone me collect, on the following date and time, and at the following telephone number:

Telephone Number:

Date and Time:

and other dates and times mutually agreed upon.

7. THAT I believe that the Chief and Council and the members of the First Nation who have sought my advice are aware of the nature and consequences at law of the terms of Settlement Agreement.

DATED at _____, this _____ day of _____,
2014.

Witness to the signature of

Barrister & Solicitor

Address

Address

FORT WILLIAM FIRST NATION

MINING LOCATION CLAIM

SETTLEMENT AGREEMENT

SCHEDULE 4

SOLICITOR'S CERTIFICATE

I, Kim Fullerton, of the City of Toronto, in the Province of Ontario, Barrister & Solicitor, do hereby certify:

1. **THAT I am a member in good standing of the Law Society of Ontario and am qualified to practice law in the Province of Ontario;**
2. **THAT I was retained in my professional capacity to provide independent legal advice to the Fort William First Nation with respect to the Claim, including the terms of settlement of the Claim and the preparation, execution and implementation of the Fort William First Nation Mining Location Claim Settlement Agreement (the "Settlement Agreement");**
3. **THAT I have advised the Council of the First Nation as to the legal nature and effect upon the First Nation and its members of the Settlement Agreement, the release, and the implementation of the Settlement Agreement, and the relative risks of depositing the Compensation into a trust or other account managed by the First Nation rather than into an account managed by the Department of Indian Affairs and Northern Development;**
4. **THAT I was present at the following Information Meeting called for the purpose of explaining to the members of the First Nation the Settlement Agreement:**

Location of Meeting:

Date and Time:

Fort William First Nation

December 1, 2014 6:00 pm.

5. **THAT I made a presentation at the Information Meeting, to the members of the First Nation then present, regarding the terms of the Settlement Agreement and answered any relevant legal questions raised at the Information Meeting to the best of my professional ability.**

6. **THAT I was also available to speak in confidence with members of the First Nation to answer their questions on legal issues by telephone, without charge to them personally, and that members of the First Nation were able to telephone me collect, on the following date and time, and at the following telephone number:**

Telephone Number:

Date and Time:

905-849-1700

December 3, 2014 9:00 am to 5:00 pm

and other dates and times mutually agreed upon.

7. **THAT I believe that the Chief and Council and the members of the First Nation who have sought my advice are aware of the nature and consequences at law of the terms of Settlement Agreement.**

DATED at Oakville, this 15th day of December, 2014.

[Redacted]
Witness to the signature of

[Redacted]
Address

[Redacted]
Barrister & Solicitor

[Redacted]
Address

FORT WILLIAM FIRST NATION**MINING LOCATION CLAIM****SETTLEMENT AGREEMENT****SCHEDULE 5****FINANCIAL ADVISOR'S CERTIFICATE**

I _____, of the Province of Ontario, do hereby certify:

1. THAT I am _____.

[N.B.: Paragraph 1 should explain the qualifications of the Financial Advisor including membership in professional associations.]

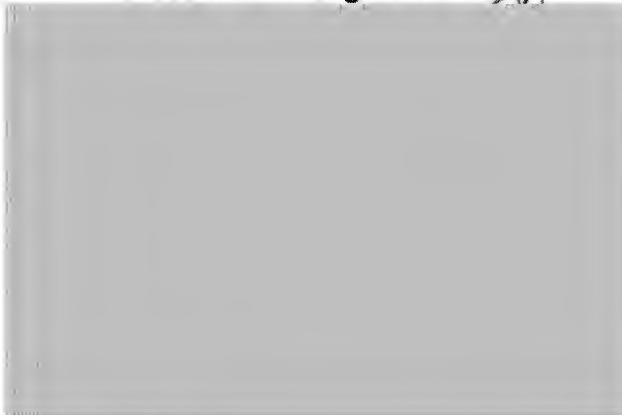
2. THAT I was retained in my professional capacity to provide independent financial advice to the Fort William First Nation with respect to the terms of the Mining Claim Settlement Agreement (the "Settlement Agreement"), including dealing with the deposit of the Compensation and the subsequent safe custody, preservation of capital, management, investment, disbursement and use of the Compensation.
3. THAT I have provided independent financial advice as to the effect upon the First Nation and its members of the Settlement Agreement, the release, and the implementation of the Settlement Agreement, and the relative risks of depositing the Compensation into a trust or other account managed by the First Nation rather than into an account managed by the Department of Indian Affairs and Northern Development;
4. THAT I was present at the following Information Meeting called for the purpose of explaining to the members of the First Nation the Settlement Agreement:

Location of Meeting:

Date and Time:

5. THAT I made a presentation at the Information Meeting, to the members of the First Nation then present, regarding the financial issues and answered any relevant financial questions raised at the Information Meeting to the best of my professional ability.
6. THAT I believe that the Chief and Council and the members of the First Nation who have sought my advice are aware of the financial nature and consequences of the Settlement Agreement.

DATED at _____, this _____ day of _____, 2014.

Witness to the signature of 

Address

Address

FORT WILLIAM FIRST NATION

MINING LOCATION CLAIM

SETTLEMENT AGREEMENT

SCHEDULE 5

FINANCIAL ADVISOR'S CERTIFICATE

I, Blair Smith, of the Province of Ontario, do hereby certify:

1. **THAT I am a Chartered Professional Accountant**
2. **THAT I was retained in my professional capacity to provide independent financial advice to the Fort William First Nation with respect to the terms of the Mining Claim Settlement Agreement (the "Settlement Agreement"), including dealing with the deposit of the Compensation and the subsequent safe custody, preservation of capital, management, investment, disbursement and use of the Compensation.**
3. **THAT I have provided independent financial advice as to the effect upon the First Nation and its members of the Settlement Agreement, the release, and the implementation of the Settlement Agreement, and the relative risks of depositing the Compensation into a trust or other account managed by the First Nation rather than into an account managed by the Department of Indian Affairs and Northern Development;**
4. **THAT I was present at the following Information Meeting called for the purpose of explaining to the members of the First Nation the Settlement Agreement:**

Location of Meeting:

Date and Time:

Fort William First Nation

December 1, 2014 at 6:30 p.m.

5. **THAT I made a presentation at the Information Meeting, to the members of the First Nation then present, regarding the financial issues and answered any relevant financial questions raised at the Information Meeting to the best of my professional ability.**

6. **THAT I believe that the Chief and Council and the members of the First Nation who have sought my advice are aware of the financial nature and consequences of the Settlement Agreement.**

DATED at Thunder Bay, Ontario, this 15th day of December, 2014.

Witness to the signature of

Address

/

Address

FORT WILLIAM FIRST NATION

GRAND TRUNK PACIFIC

RAILWAY CLAIM

SETTLEMENT AGREEMENT

CONTENTS

ARTICLES:

- 1.0 DEFINITIONS AND SCHEDULES**
- 2.0 COMPENSATION**
- 3.0 SURRENDER**
- 4.0 ADDITIONS TO RESERVE/NEW RESERVES**
- 5.0 RELEASE**
- 6.0 INDEMNITY**
- 7.0 DISMISSAL OF PROCEEDINGS**
- 8.0 RATIFICATION**
- 9.0 CONDITIONS PRECEDENT TO EXECUTION BY CANADA**
- 10.0 EXECUTION**
- 11.0 EFFECTIVE DATE OF SETTLEMENT AGREEMENT**
- 12.0 REPRESENTATIONS AND WARRANTIES**
- 13.0 IMPLEMENTATION COMMITTEE**
- 14.0 PROGRAMS AND SERVICES**
- 15.0 DISPUTE RESOLUTION**
- 16.0 AMENDMENTS**
- 17.0 NOTICE**
- 18.0 GENERAL PROVISIONS**

SCHEDULES:

- SCHEDULE 1 – FORM OF ABSOLUTE SURRENDER DOCUMENT**
- SCHEDULE 2 – BALLOT QUESTION**
- SCHEDULE 3 – MAP OF CLAIM LANDS INCLUDING SURRENDERED LANDS**
- SCHEDULE 4 – DESCRIPTION OF SURRENDERED LANDS**
- SCHEDULE 5 – LEGAL DESCRIPTION OF PROPOSED RESERVE LANDS**
- SCHEDULE 6 – FORM OF BAND COUNCIL RESOLUTION FOR PAYMENT & DIRECTION TO PAY**
- SCHEDULE 7 – SOLICITOR'S CERTIFICATE**
- SCHEDULE 8 – FINANCIAL ADVISOR'S CERTIFICATE**
- SCHEDULE 9 – FORM OF BAND COUNCIL RESOLUTION**

FORT WILLIAM FIRST NATION GRAND TRUCK PACIFIC RAILWAY CLAIM SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT

BETWEEN:

The Fort William First Nation, a "band" within the meaning of *the Indian Act*, as represented by its Council

(hereinafter called the "First Nation")

AND:

Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development

(hereinafter called "Canada")

PREAMBLE

WHEREAS:

- A. In 1998, the First Nation submitted the Claim under Canada's Specific Claims Policy, alleging, among other things, that: the First Nation received less than fair market value for the expropriated lands; no amount was paid for moving expenses or infrastructure; and a ten percent payment made by the First Nation towards the Land Management Fund was unlawful in the context of an expropriation.
- B. By letter dated January 30, 2002, Canada accepted the Claim for negotiation under the Specific Claims Policy.
- C. In 2007, the Claim was amended to include allegations of unlawful authorization by the Crown for the sale and leasing of appropriated lands and the failure of the Crown to take prudent action to restore appropriated lands to the First Nation when it became apparent that they would not be used for railway purposes.
- D. Canada and the First Nation have negotiated terms of settlement as contained in this Settlement Agreement in order to achieve a full, fair and final settlement of the Claim.
- E. In entering into this Settlement Agreement, Canada makes no admission of fact or liability whatsoever with regard to the Claim.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES
CONTAINED IN THIS SETTLEMENT AGREEMENT CANADA AND THE FIRST
NATION AGREE AS FOLLOWS:**

1.0 DEFINITIONS AND SCHEDULES

1.1 In this Settlement Agreement:

- (a) **"Absolute Surrender Document"** means the document by which the First Nation absolutely surrenders to Canada the Surrendered Lands, the form of which is attached as Schedule 1.
- (b) **"Additions to Reserve/Reserve Creation Policy"** means the Department's policy and procedural guidelines in effect at the time of and pertaining to a First Nation's application for the granting of reserve status to land.
- (c) **"Ballot Question"** means the question asked of the Voters in a Ratification Vote as set out in Schedule 2.
- (d) **"Band Council Resolution"** means a written resolution of the Council adopted at a duly convened meeting.
- (e) **"Band List"** means a list of persons that is maintained under sections 8 and 10 of the *Indian Act* by the First Nation.
- (f) **"Canada"** means Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development.
- (g) **"Claim"** means all matters, issues and allegations contained in the submissions of the First Nation under the Specific Claims Policy or any Proceeding, arising or resulting from the same or substantially the same facts upon which the specific claim is based, and any liability, cause of action, suit, damage, loss or demand whatsoever, known or unknown, in law or equity or otherwise, related to or arising or resulting from Canada's:
 - (a) failure to obtain and provide fair market value for the Claim Lands;
 - (b) failure to pay for costs associated with moving and infrastructure;
 - (c) unlawfully requiring a ten percent fee for the Land Management Fund;
 - (d) unlawfully authorizing the sale and leasing of the Claim Lands; and
 - (e) failure to take prudent action to restore the Claim Lands to the First Nation when it became apparent that they would not be used for railway purposes.

- (h) “**Claim Lands**” means the reserve lands appropriated by Canada in 1905 and granted to the Grand Trunk Pacific Railway (GTP) for railway purposes and which are shown in the map attached hereto as Schedule 3.
- (i) “**Compensation**” means the amount agreed upon by the Parties as compensation for the Claim as set out in Article 2.1.
- (j) “**Compensation Balance**” means the Compensation to be paid by Canada to the First Nation after deduction of the Negotiation Loan Funding as set out in Article 2.2.
- (k) “**Council**” means the Council of the First Nation, which is a “council of the band” within the meaning of the *Indian Act*, and includes the Chief.
- (l) “**Department**” means the Department of Indian Affairs and Northern Development, as established pursuant to the *Department of Indian Affairs and Northern Development Act*, R.S.C., 1985, c. I-6.
- (m) “**Direction to Pay**” means the document by which the Council directs Canada to deposit the Compensation Balance in accordance with Article 2.0, as set out in Schedule 6.
- (n) “**Effective Date**” means the date on which this Settlement Agreement is executed by Canada in accordance with Article 11.0.
- (o) “**Financial Institution**” means any bank or trust company that is authorized by law to accept deposits and which is supervised and regulated by the Superintendent of Financial Institutions as defined in the *Office of Superintendent of Financial Institutions Act*, R.S.C. 1985, c. I-8 (3rd Supp.).
- (p) “**First Nation**” means the Fort William First Nation, a “band” within the meaning of the *Indian Act* as represented by its Council.
- (q) “**Indian Act**” means the *Indian Act*, R.S.C. 1985, c.I-5 and its regulations.
- (r) “**Indian Referendum Regulations**” means the *Indian Referendum Regulations*, C.R.C. 1978, c. 957, in effect on the date of the Ratification Vote.
- (s) “**Information Meeting**” means a meeting held pursuant to section 4.3 of the *Indian Referendum Regulations* at which legal counsel and a financial advisor retained by the First Nation, and any other persons as requested by the Council, will explain to all Members in attendance the nature and effect of this Settlement Agreement and the absolute surrender.

- (t) "**Member**" means a person whose name appears or who is entitled to have their name appear on the Band List of the First Nation.
- (u) "**Minister**" means the Minister of Indian Affairs and Northern Development or the Minister's duly authorized representative.
- (v) "**Negotiation Costs**" means any and all costs incurred by the First Nation for the research, preparation, negotiation and settlement of the Claim, and the ratification of the Settlement Agreement, including legal fees.
- (w) "**Negotiation Loan Funding**" means the total amount of loan funding already provided to the First Nation by Canada for the purpose of negotiating and settling this Claim.
- (x) "**Party**" means either the First Nation or Canada.
- (y) "**Person**" means any individual, proprietor, corporation, partner, partnership, trust, joint venture, unincorporated organization, First Nation, self-governing First Nation, Indian band, Aboriginal group, union, or governmental body, including, without limitation, any past, present or future Members and each of their respective heirs, descendants, legal representatives, successors and assigns.
- (z) "**Proceeding**" means any legal proceeding, action, cause of action, suit, claim, specific claim or demand whatsoever, known or unknown, whether in law, in equity or otherwise.
- (aa) "**Proposed Reserve Lands**" means those lands the legal title for which is currently held by the Fort William First Nation Development Corporation, comprised of 1,132.67 acres, more or less, and that: (i) were purchased from the Canadian National Railway in 1999; and (ii) the First Nation may propose for addition to reserve in accordance with Article 4.0 of this Agreement, such lands being more particularly set out in Schedule 5;
- (bb) "**Ratification Vote**" means a vote referred to in Article 8.0 on the Ballot Question conducted in accordance with the *Indian Referendum Regulations*.
- (cc) "**Settlement Agreement**" means this settlement agreement including the attached Schedules.
- (dd) "**Specific Claims Policy**" means Canada's policy on specific claims in effect from time to time.
- (ee) "**Surrendered Lands**" means those lands described in Schedule 4 and which are also depicted in the map attached as Schedule 3.

(ff) "Voter" means "elector" as that word is defined in the *Indian Act*.

(gg) "Voting Day" means the day set for holding the Ratification Vote.

- 1.2 Except as otherwise defined in this Settlement Agreement, any words used in this Settlement Agreement that are defined in the *Indian Act* have the same meaning as they have in the *Indian Act*.
- 1.3 The following Schedules are attached to and form part of this Settlement Agreement:

Schedule 1 – Absolute Surrender Document

Schedule 2 – Ballot Question

Schedule 3 – Map of Claim Lands Including Surrendered Lands

Schedule 4 – Description of Surrendered Lands

Schedule 5 – Legal Description of Proposed Reserve Lands

Schedule 6 – Form of Band Council Resolution for Payment & Direction to Pay

Schedule 7 – Solicitor's Certificate

Schedule 8 – Financial Advisor's Certificate

Schedule 9 – Form of Band Council Resolution

2.0 COMPENSATION

- 2.1 Subject to the terms and conditions set out in this Settlement Agreement, Canada agrees to pay to the First Nation and the First Nation agrees to accept ninety-eight million nine hundred thirty-three thousand three hundred ten dollars (\$98,933,310) in full and final settlement of the Claim, including the Negotiation Costs.
- 2.2 The First Nation authorizes and directs Canada to deduct from the Compensation referred to in Article 2.1 the Negotiation Loan Funding in the amount of One Million Fifty Three Thousand Seven Hundred And Fifty Eight Dollars (\$1,053,758.00), to satisfy the First Nation's full and final repayment of its Negotiation Loan Funding.
- 2.3 The First Nation authorizes and directs Canada to pay the Compensation Balance in the amount of Ninety Seven Million Eight Hundred And Seventy Nine Thousand Five Hundred And Fifty Two Dollars (\$97,879,552.00) in accordance with the Direction to Pay.
- 2.4 If the First Nation ratifies the Settlement Agreement as set out in Article 8.0, then the First Nation shall provide Canada with an irrevocable Direction to Pay and a Band Council Resolution for Payment, substantially in the form attached as Schedule 6, together with any other documentation required by Canada for

purposes of depositing funds.

- 2.5 Canada agrees to pay and transfer the Compensation Balance within forty-five (45) days of the Effective Date.
- 2.6 The Parties agree and intend that the Compensation is not "Indian moneys" within the meaning of the *Indian Act* and accordingly the provisions of the *Indian Act* with respect to the management of Indian moneys shall not apply to the Compensation.
- 2.7 The sole responsibility of Canada with respect to the Compensation Balance is to pay and deposit the Compensation Balance in accordance with Article 2.0. Canada will rely on the Direction to Pay provided by the First Nation.

3.0 SURRENDER

- 3.1 Pursuant to sections 38, 39 and 40 of the *Indian Act*, the First Nation hereby assents to the absolute surrender to Canada of all rights and interests that the First Nation and its Members, past, present and future, and their heirs, descendants, executors, successors and assigns may have had, or may now have, in the Surrendered Lands described in Schedule 4.
- 3.2 The First Nation's assent to surrender absolutely to Canada all of the rights and interests in lands described in Schedule 4 shall be null and void and of no effect unless:
 - (a) this Settlement Agreement and the absolute surrender have been ratified pursuant to Article 8.0; and
 - (b) this Settlement Agreement has been executed by the First Nation and Canada pursuant to Article 10.0.

4.0 ADDITIONS TO RESERVE

- 4.1 In this Article,
 - (a) "Additions to Reserves/Reserve Creation Policy" means those Directive and Annexes and other policies set out in Chapter 10 of the "Land Management Manual" of the Department of Indian Affairs and Northern Development as they were at the time of the Effective Date;
 - (b) "Federal Environmental Standards" means federal environmental legislation, guidelines and standards normally employed by Canada in conducting an environmental site assessment;

- 4.2 The Parties agree that

- (a) the total amount of land which may be set apart as reserve pursuant to this Article is 1,132.67 acres;
- (b) in order for this Article to apply, the First Nation must request that the Proposed Reserve Lands, or any portions thereof, be set apart as an addition to reserve and specify that the request is being made pursuant to this Article. For greater certainty, the First Nation may request that the Proposed Reserve Lands be set apart for the use and benefit of the First Nation in one or more applications to the Minister.

- 4.3 If the First Nation applies to have the Proposed Reserve Lands or parts thereof set aside as reserve (the "ATR Application"), then the Minister shall review such ATR Application in good faith under the Legal Obligation category of the Additions to Reserve/Reserve Creation Policy. The Minister may, in the Minister's absolute discretion, recommend to the Governor in Council that the said lands be set aside for the use and benefit of the First Nation, if the Minister, in her absolute discretion, is satisfied that the requirements of the Additions to Reserve/Reserve Creation Policy, as applicable to legal obligations, and the conditions listed herein, have been fulfilled.
- 4.4 The following conditions must be met before the Proposed Reserve Land or parts thereof may be set aside as reserve:
- (a) All necessary activities relating to the Crown's duty to consult and, where necessary, any measures for accommodation, have been undertaken.
 - (b) An environmental site assessment has been performed and a current and up to date report has been provided to Canada in a form satisfactory to Canada, and Canada, in its absolute discretion, is satisfied with the environmental condition of the land.
 - (c) In the event that a parcel of land does not include all mines and mineral rights or where mines and mineral rights are included but are subject to a third party interests such third party interests and/or the manner of dealing with such third party interests must be resolved to the satisfaction of the First Nation and the Minister prior to the Minister making any recommendation to the Governor in Council for the addition of those lands to reserve.
 - (d) The First Nation shall, in respect of any parcel of land, make a request to the Province of Ontario that the Province release or transfer any Crown Reservations in the parcel.
 - (e) The First Nation has consulted with the applicable municipality with respect to the setting aside of the parcel and either

- (i) The First Nation and the applicable municipality have reached an agreement resolving municipal issues; or
 - (ii) The Minister agrees the First Nation has made a reasonable offer in good faith to resolve municipal issues and the applicable municipality has not responded reasonably.
- (f) The First Nation has consulted with the Province of Ontario concerning any effects on provincial programs and services and either
- (i) The First Nation and the Province have reached an agreement resolving provincial issues; or
 - (ii) The Minister agrees the First Nation has made a reasonable offer in good faith to resolve provincial issues and the Province has not responded reasonably.
- (g) With respect to title in the land:
- (i) The First Nation, through its agent or trustee, has either acquired at no cost to Canada the fee simple estate in the particular parcel and has arranged for transfer of the fee simple estate directly to Canada on terms satisfactory to Canada; and
 - (ii) Canada is satisfied that the First Nation has good and marketable title to the particular parcel, free and clear from any and all charges, mortgages, liens, easements, rights of way, or other encumbrances whatsoever.
- (h) The setting aside of the particular parcel does not deprive an owner or lawful user of another parcel of land of existing legal access to that other parcel.
- (i) Canada has been provided with a transfer or deed of land satisfactory to Canada which shall be sufficient to enable Canada to register the transfer or deed free and clear of any and all legal interests, rights or encumbrances.
 - (j) The land has been surveyed and Canada is satisfied with the survey.
- 4.5 Notwithstanding the generality of the foregoing, and in particular notwithstanding 4.4(g), nothing in this Settlement Agreement shall require Canada to set apart for the use and benefit of the First Nation any land that is subject to any restrictive covenant or other similar interest.

- 4.6 For greater certainty, in the event that: (a) any one or more portions of the Proposed Reserve Lands are not approved or recommended by the Minister for the setting apart of the said lands for the use and benefit of the First Nation; or (b) the Governor in Council shall not approve the setting aside of the particular portion(s) of the Proposed Reserve Lands as reserve lands, then the First Nation may, in accordance with this Article, make one or more subsequent requests to the Minister for alternate lands located with the geographic boundaries of the Robinson Superior Treaty, to be set apart for the use and benefit of the First Nation. Where such alternate requests are made, the alternate lands proposed by the First Nation shall, mutatis mutandis, be regarded as Proposed Reserve Lands for the purposes of this Article, and until such time as the total acres contemplated in Article 4.2 hereof shall have been set aside for the use and benefit of the First Nation, the First Nation shall be entitled to make one or more requests in furtherance of this Article.
- 4.7 Where Canada is not satisfied with the environmental condition of the land, Canada may decide, in its absolute discretion, to accept the land to be set aside as reserve if the First Nation wishes to have the land added to reserve on an "as is" basis and the First Nation has provided a release and indemnity to Canada in relation to the environmental condition in a form satisfactory to Canada. For greater certainty, where Canada, acting reasonably, determines the environmental condition of the lands pose a significant risk to human health and/or safety, or in Canada's view the cost of remediating the environmental condition of the lands would be excessive, to satisfy the obligation to set aside the full acreage described in this Article, requests for alternate lands must be sought as contemplated in Article 4.6.
- 4.8 The First Nation shall pay all costs related to complying with the Additions to Reserves Policy, and the setting apart the land as reserve including the following costs:
- (a) surveys, clearance of title (if required), removal of encroachments or encumbrances (if any), searches, land title registration, legal fees, commissions, applicable taxes and tax adjustments, feasibility studies, and appraisals; and
 - (b) payment arising from agreements between the First Nation and municipalities for services provided by those municipalities, if applicable, or to compensate municipalities for their loss of future property taxes and revenues arising from the addition of the lands to reserve and the corresponding reduction in their land base for tax purposes;

but nothing in this Article requires the First Nation to pay for costs internal to the government of Canada.

5.0 RELEASE

- 5.1 The First Nation agrees to forever release and discharge Canada and any of its ministers, officials, servants, employees, agents, successors and assigns from, and will not assert, any liability or Proceeding that the First Nation, its successors or assigns, or its past, present and future Members or any of their respective heirs, descendants, legal representatives, successors and assigns, including a First Nation, self-governing First Nation or Indian band, may ever have had, may now have or may in the future have against Canada and any of its ministers, officials, servants, employees, agents, successors and assigns with respect to:
- (a) any aspect of the Claim;
 - (b) any and all obligations, liability, duties, losses, damages, or Proceedings arising in any way from an assertion of any Aboriginal or reserve interest in the Surrendered Lands;
 - (c) save and except for the obligations and duties set out in Article 4 hereof, any and all obligations, liability, duties, losses, damages, or Proceedings arising in any way from an assertion of any Aboriginal or reserve interest in the Proposed Reserve Lands;
 - (d) any and all obligations, liability, duties, losses, damages, or Proceedings that the First Nation, its successors or assigns, or its past, present and future Members or any of their respective heirs, descendants, legal representatives, successors and assigns, including a First Nation, self-governing First Nation or Indian band, may ever have had, may now have or may in the future have relating directly or indirectly to the presence of any environmental contamination of the Proposed Reserve Lands;
 - (e) any and all Negotiation Costs and Negotiation Loan Funding, including any deductions from the Compensation for Negotiation Loan Funding;
 - (f) the negotiation, ratification or other procedures referred to in this Settlement Agreement resulting in the execution of this Settlement Agreement by the First Nation;
 - (g) the adequacy of the Compensation provided in this Settlement Agreement;
 - (h) the deposit of the Compensation Balance pursuant to Article 2.0, and any subsequent management, investment, disbursement, or any other use of the Compensation Balance, including, without limitation, by the First Nation, Council or Members, and any losses, whether caused by the First Nation, Council, Members or other representatives;

- (i) any loss of the Compensation Balance or interest, in whole or in part, through any failure of a Financial Institution or otherwise; and
- (j) the subject matter of any of the representations and warranties of the First Nation under Article 12.0.

6.0 INDEMNITY

- 6.1 Subject to Article 6.0, the First Nation agrees to indemnify and forever save Canada harmless from any Proceeding brought by any Person against Canada or any of its ministers, officials, servants, employees, agents, successors and assigns with respect to any matters set out in Article 5.0.
- 6.2 For greater certainty, the indemnity provided herein shall not extend or cover any claims, demands, actions, or causes of action brought by any Person other than the First Nation or any one or more of its members in connection with or related to the Surrender Lands or any legal or beneficial interest in and to the Surrender Lands.
- 6.3 Canada shall provide notice to the First Nation in accordance with Article 16.0 of any Proceeding referred to in Article 6.1. However, the First Nation will not be entitled to avoid liability for indemnification by reason of the timeliness of the notice.
- 6.4 If, after providing notice to the First Nation pursuant to Article 6.3, no notice is received by Canada within thirty (30) days that the First Nation wishes to participate in the resolution of the Proceeding, Canada shall proceed to settle or defend the Proceeding without the First Nation's participation or, with or without, joining the First Nation as a party to the Proceeding.
- 6.5 If the First Nation wishes to participate in the resolution of a Proceeding that may give rise to a right of indemnity under Article 6.0, the First Nation shall provide notice to Canada that the First Nation wishes to participate in the resolution of the Proceeding within thirty (30) days of notification pursuant to Article 6.3 and to the extent permitted by law and where appropriate, and at its own expense, immediately seek to be added as a party to the Proceeding. The First Nation may make such investigation, negotiation and settlement of any Proceeding as it deems expedient. This entitlement, however, shall in no way:
 - (a) mean that the First Nation is entitled to represent Canada, and any of its ministers, officials, servants, employees, agents, successors and assigns; or
 - (b) affect the rights or abilities of Canada and any of its ministers, officials, servants, employees, agents, successors and assigns to defend or settle any such Proceeding.

- 6.6 Canada agrees that it shall not refuse to defend any Proceeding based solely on the existence of Article 6.0 and that it shall use all reasonable efforts to defend itself.
- 6.7 Any demand by Canada for indemnification shall be made in writing in accordance with Article 17.0.
- 6.8 Nothing in Article 6.0 prevents Canada from immediately adding or seeking to add the First Nation as a party to the Proceeding.

7.0 DISMISSAL OF PROCEEDINGS

- 7.1 The First Nation agrees to abandon, dismiss or discontinue within 90 days from the Effective Date any and all Proceedings in respect of the Claim, including but not limited to the Peter Collins application before the Ontario Superior Court of Justice – Court File no. 03-0088.
- 7.2 The First Nation agrees to instruct its legal counsel to file all the necessary documents to abandon, dismiss or discontinue any and all Proceedings in respect of the Claim, and to serve Canada with a copy of such documents within 90 days from the Effective Date.

8.0 RATIFICATION

- 8.1 The First Nation:
 - (a) agrees to and approves the terms and conditions of this Settlement Agreement;
 - (b) assents to the absolute surrender of all rights and interests in the Surrendered Lands in accordance with sections 38 and 39 of the *Indian Act*; and
 - (c) authorizes and directs the Council to execute this Settlement Agreement if, at the Ratification Vote, a majority (over 50%) of the Voters vote and a majority (over 50%) of the votes cast by the Voters are in favour of this Settlement Agreement and the absolute surrender.
- 8.2 If, at a Ratification Vote held pursuant to Article 8.1, a majority (over 50%) of the Voters do not vote, but a majority (over 50%) of the votes cast are in favour of this Settlement Agreement and the absolute surrender, then a second Ratification Vote may be called by the Minister in accordance with subsection 39(2) of the *Indian Act* at the request of the First Nation.

8.3 Where a second Ratification Vote is held pursuant to Article 8.2 and a majority (over 50%) of the votes cast by the Voters are in favour of this Settlement Agreement and the absolute surrender, then the First Nation:

- (a) agrees to and approves the terms and conditions of this Settlement Agreement;
- (b) assents to the absolute surrender of all rights and interests in the Surrendered Lands; and
- (c) authorizes and directs the Council to execute this Settlement Agreement.

8.4 For greater certainty, if the required approval and assent pursuant to Article 8.1 (or, in the case of a second vote pursuant to Article 8.3) are not obtained from the First Nation, this Settlement Agreement and the absolute surrender shall be void and of no force or effect.

8.5 All Ratification Votes with respect to this Settlement Agreement and the absolute surrender shall be conducted in accordance with the *Indian Referendum Regulations*.

9.0 CONDITIONS PRECEDENT TO EXECUTION BY CANADA

9.1 Canada and the First Nation agree that the following are conditions precedent that must be fulfilled before Canada will consider executing this Settlement Agreement:

- (a) ratification and approval of the terms of this Settlement Agreement including the absolute surrender of all rights and interests in the Surrendered Lands, by the First Nation in accordance with Article 8.0;
- (b) the issuance and delivery to Canada of an executed Band Council Resolution substantially in the form attached as Schedule 9 approving and assenting to the terms and conditions of this Settlement Agreement by the First Nation in accordance with Article 9.1(a);
- (c) execution of this Settlement Agreement by the First Nation in accordance with Article 10.0;
- (d) execution and delivery to Canada by the Council of the Absolute Surrender Document in a form substantially similar to Schedule 1 and certified as set out in section 40 of the *Indian Act*;
- (e) acceptance by the Governor in Council of the absolute surrender of the Surrendered Lands pursuant to section 39 of the *Indian Act*;
- (f) the Minister has been authorized to sign this Settlement Agreement;

- (g) funds for the payment of the Compensation have been approved and appropriated for that purpose by Canada;
- (h) receipt by Canada of the Band Council Resolution for Payment and the Direction to Pay substantially in the form attached as Schedule 6;
- (i) receipt by Canada of a Solicitor's Certificate from the First Nation's legal counsel, dated on or after the date of execution of this Settlement Agreement by the First Nation, substantially in the form attached as Schedule 7;
- (j) receipt by Canada of a Financial Advisor's Certificate from the First Nation's financial advisor dated on or after the date of execution of this Settlement Agreement by the First Nation, substantially in the form attached as Schedule 8; and
- (k) Receipt by Canada of a release and indemnity undertaken by the Fort William Development Corp. with respect to any liability or Proceeding relating to any Aboriginal or reserve interest in the Proposed Reserve Lands.

10.0 EXECUTION

- 10.1 This Settlement Agreement and the absolute surrender shall be deemed to be fully executed once signed by:
 - (a) Council on behalf of the First Nation following ratification of this Settlement Agreement in accordance with Article 8.0; and
 - (b) the Minister on behalf of Canada, provided that all of the conditions precedent set out in Article 9.0 have been fulfilled.

11.0 EFFECTIVE DATE OF SETTLEMENT AGREEMENT

- 11.1 This Settlement Agreement shall come into effect and bind the Parties on the date on which this Settlement Agreement is executed by Canada in accordance with Article 10.0.

12.0 REPRESENTATIONS AND WARRANTIES

- 12.1 The First Nation represents and warrants that:

- (a) it intends to use the Compensation Balance for the benefit of the First Nation and shall take such actions as it deems necessary or advisable to give effect to that intent;

- (b) it has held an Information Meeting for Members for the purposes of explaining the terms and conditions of this Settlement Agreement and the absolute surrender;
- (a) it has retained independent legal counsel who is qualified to practice law in the Province of Ontario to advise it in respect of the legal nature and effect of this Settlement Agreement and the absolute surrender;
- (b) it has retained a qualified financial advisor independent from Canada to provide financial advice to the First Nation in respect of this Settlement Agreement;
- (e) its legal counsel has fully explained to the Council and to the Members present at the Information Meeting the legal nature and effect of this Settlement Agreement and the assent to the absolute surrender, as well as its implementation, including without limitation, the payment by Canada of the Compensation Balance in accordance with Article 2.0 rather than into an account managed by the Department for the First Nation in accordance with the *Indian Act* as confirmed by the certificate of independent legal advice substantially in the form attached to this Settlement Agreement as Schedule 7;
- (f) its financial advisor has provided to the Council and to the Members present at the Information Meeting where the financial advisor was present, independent financial advice with respect to the management and administration of the Compensation Balance, and the payment of the Compensation Balance in accordance with Article 2.0 rather than into an account managed by the Department for the First Nation in accordance with the *Indian Act* as confirmed by the certificate of independent financial advice substantially in the form attached to this Settlement Agreement as Schedule 8;
- (g) Canada has not advised the First Nation with respect to the placement or management of the Compensation Balance or any matter related thereto, and the First Nation has obtained the advice of its own legal and financial advisors in this regard and with regard to all other matters related to the settlement of the Claim; and
- (h) an interpreter fluent in the First Nation's language was present and available to those Members in need of an interpreter at all times during the Information Meeting and at the Ratification Vote;

12.2 These representations and warranties shall survive the execution of this Settlement Agreement and shall continue in full force and effect for the benefit of Canada.

13.0 IMPLEMENTATION COMMITTEE

- 13.1 The Parties shall establish a committee to oversee the implementation of the Settlement Agreement and ensure that it is implemented in a timely manner in accordance with an agreed workplan to be developed by the committee.
- 13.2 The committee shall be composed of the following representatives of the Parties:
 - (a) for the First Nation, one representative to be named by the Council; and
 - (b) for Canada, one representative to be named by the Ontario Regional Director General of the Department.
- 13.3 Meetings of the committee shall be by teleconference unless the Parties agree that the issues to be discussed require that the representatives meet in person.
- 13.4 The committee shall meet as frequently as the representatives agree is necessary.
- 13.5. In the event of a disagreement or dispute among the Parties arising out of the implementation of the Settlement Agreement, the Parties shall:
 - (a) refer the matter to the committee for resolution; and
 - (b) if the committee is unable to resolve the disagreement, explore, for a reasonable period of time, resolution through negotiation or other dispute resolution mechanisms, including mediation, before resorting to litigation;
 - (c) resort to litigation only after the expiry of thirty (30) days after the dispute arises.
- 13.6 Each Party shall pay for the expenses of its committee representative for all committee-related work.
- 13.7 The committee shall cease to function when this Settlement Agreement has been fully implemented.

14.0 PROGRAMS AND SERVICES

- 14.1 Nothing in this Settlement Agreement shall affect the ability of the First Nation or any Members to be eligible to apply for, or to continue or have access to funding for programs and services offered by Canada as if this Settlement Agreement had not been executed, in accordance with the criteria established from time to time for the application of such programs and services.

15.0 DISPUTE RESOLUTION

- 15.1 In the event of a dispute arising out of this Settlement Agreement (i) from and after the cessation of the committee as contemplated in Article 13.7; or (ii) that arises with respect to the interpretation of this Agreement and not the implementation of the terms and covenants contained herein, the Parties shall, at their own expense, explore resolution through negotiation or other appropriate dispute resolution procedure, including mediation, before resorting to litigation. Any Party may resort to litigation (30) days after the dispute arises.
- 15.2 For the purposes of sections 13.5 and section 15.1 hereof, a dispute is deemed to have arisen after notice has been given by one Party to the other.

16.0 AMENDMENTS

- 16.1 Subject to Article 16.2, this Settlement Agreement may only be amended or replaced by written agreement between the Parties, upon approval pursuant to the same procedures as this Settlement Agreement was approved.
- 16.2 The Parties, by written agreement between the First Nation as represented by its Council and by the Senior Assistant Deputy Minister, Treaties and Aboriginal Government on behalf of Canada, may agree to amend this Settlement Agreement for any of the following purposes:
 - (a) to remove any conflicts or inconsistencies that may exist between any of the terms of this Settlement Agreement and any provision of any applicable law or regulation;
 - (b) to amend the time provided in any of the provisions in this Settlement Agreement for doing any act or receiving any notice or written communication; or
 - (c) to correct any typographical errors in this Settlement Agreement, or to make corrections or changes required for the purpose of curing or correcting any clerical omission, mistake, manifest error or ambiguity arising from defective or inconsistent provisions contained in this Settlement Agreement.

17.0 NOTICE

- 17.1 Any notice or other written communication required or permitted to be given under this Settlement Agreement will be given by registered mail as follows:
to Canada:

Senior Assistant Deputy Minister

**Treaties and Aboriginal Government
Department of Indigenous and Northern Affairs Canada
Les Terrasses de la Chaudière
10 Wellington Street
GATINEAU QC K1A 0H4
FAX: (819) 953-0545**

to the First Nation:

**90 Anemki Drive
Fort William First Nation, ON
P7J 1L3
FAX: (807) 623-5190**

or at such other address as may be provided in writing by the either Party.

- 17.2 Any notice set out in Article 17.1 will be presumed to have been received by the Party on the earlier of the day it was received or the fifth day after it was mailed.**
- 17.3 During an actual or anticipated postal disruption or stoppage, the mail will not be used by either Party, and if used, such notice will be of no effect. In the event of a postal disruption or stoppage, the Parties may send notice or other written communication required or permitted to be given under this Settlement Agreement by facsimile or email and in so doing, the Party sending the facsimile or email will bear the onus of ensuring its receipt by the other Party.**

18.0 GENERAL PROVISIONS

- 18.1 This Settlement Agreement is for the benefit of and is binding upon Canada and any of its ministers, officials, servants, employees, agents, successors and assigns, and upon the First Nation and its Members, and any of their respective heirs, descendants, legal representatives, successors and assigns.**
- 18.2 This Settlement Agreement is entered into by Canada and the First Nation without any admission of fact or liability whatsoever with respect to the Claim.**
- 18.3 This Settlement Agreement, and any information herein, may be recorded in Canada's databases. Any recording, publication or distribution of the above, including for the purpose of complying with requests made under the Access to Information Act or the Privacy Act, does not comprise or constitute any waiver of settlement privilege that attaches to the settlement of this claim, including this Settlement Agreement.**
- 18.4 The insertion of headings and recitals, and the provision of a table of contents, are solely for convenience and in no way modify or explain the scope or meaning of any part of this Settlement Agreement.**

- 18.5 Words in the singular include the plural and words in the plural include the singular.
- 18.6 Words importing male persons include female persons and corporations.
- 18.7 There shall be no presumption that any ambiguity in any of the terms of this Settlement Agreement should be interpreted in favour of any Party.
- 18.8 The rights and obligations of the Parties to this Settlement Agreement may not be assigned or otherwise transferred without the prior consent of the First Nation, which shall be evidenced by a Band Council Resolution, and the prior written consent of Canada, such consent not to be unreasonably withheld.
- 18.9 This Settlement Agreement shall be governed by the applicable laws of Ontario and Canada.
- 18.10 This Settlement Agreement sets out the entire agreement between the Parties with respect to the Claim. There is no representation, warranty, collateral agreement, undertaking or condition affecting this Settlement Agreement, except as expressly set out herein. This Settlement Agreement supersedes and revokes all previous agreements entered into during the course of the negotiation of the Claim, whether oral or in writing between the Parties with respect to the Claim.
- 18.11 All references in this Settlement Agreement to statutes and regulations of Canada shall include, unless a contrary intention is expressed, any such statute or regulation as the same may be amended, re-enacted or replaced from time to time.
- 18.12 The Parties shall in good faith do such things, execute such further documents, and take such further measures as may be necessary to carry out and implement the terms, conditions, intent and meaning of this Settlement Agreement.

IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development, on behalf of Her Majesty The Queen in Right of Canada, and the Council of the First Nation, on behalf of the First Nation, have executed this Settlement Agreement on the dates indicated below.

Signed on behalf of the First Nation
at First Nations Council by the Council
of the First Nation in the presence of:

Signature:

Name of Witness:

Address:

As to all Signatures

Date: Feb 19 2017

SIGNED on behalf of HER MAJESTY THE
QUEEN IN RIGHT OF CANADA, as
represented by the Minister of Indian
Affairs and Northern Development, in the
presence of:

Signature:

Name of Witness: Jelie Bertrand

Address: 10 Wellington, Gatineau

Date: July 17/17

Per _____
Chief

Per: _____
Councillor

Per:
Councillor

Per
John Councillor
Councillor

Per: _____
Councillor

Per: _____
Councillor

Per:
Councillor

Sylvia Bennett
Minister of Indian Affairs and
Northern Development

**FORT WILLIAM FIRST NATION
GRAND TRUNK PACIFIC RAILWAY CLAIM
SETTLEMENT AGREEMENT**

**SCHEDULE 1
FORM OF ABSOLUTE SURRENDER DOCUMENT**

WHEREAS:

- F. In 1998, the Fort William First Nation (the "First Nation") submitted the Grand Trunk Pacific Railway Claim (the "Claim") under Canada's Specific Claims Policy, alleging, among other things, that: the First Nation received less than fair market value for the expropriated lands; no amount was paid for moving expenses or infrastructure; and a ten percent payment made by the First Nation towards the Land Management Fund was unlawful in the context of an expropriation.
- G. By letter dated January 30, 2002, Canada accepted the Claim for negotiation under the Specific Claims Policy.
- H. In 2007, the Claim was amended to include allegations of unlawful authorization by the Crown for the sale and leasing of appropriated lands and the failure of the Crown to take prudent action to restore appropriated lands to the First Nation when it became apparent that they would not be used for railway purposes.
- A. Canada and the First Nation have negotiated terms of settlement as contained in the Grand Trunk Pacific Railway Claim Settlement Agreement in order to achieve a full, fair and final settlement of the Claim (the "Settlement Agreement").
- B. The Settlement Agreement contemplates an absolute surrender be ratified by the electors of the First Nation in accordance with the requirements of the *Indian Act* R.S.C. 1985, c.I-5, as amended and attendant regulations.
- C. On the _____ day of _____, _____, the electors of the First Nation participated in a referendum held in accordance with the *Indian Referendum Regulations* made pursuant to the *Indian Act*, R.S.C. 1985, c.I-5, as amended, and pursuant to sections 38 and 39 of the *Indian Act*, to vote on the following question:

As a Voter of the Fort William First Nation, do you:

- (a) agree to all of the terms and conditions of the Grand Trunk Pacific Railway Claim Settlement Agreement, including the absolute surrender, initiated by the negotiators for the First Nation and Canada, which settles and releases the Grand Trunk Pacific Railway Claim;

and

- (b) authorize and direct the Council of the Fort William First Nation to sign all documents and do everything necessary to give effect to the Grand Trunk Pacific Railway Claim Settlement Agreement and the absolute surrender ?
- D. At the referendum, a majority of the electors of the First Nation participated in the vote and of those who participated, a majority assented to the absolute surrender to Her Majesty in right of Canada of all the rights and interests, if any, of the First Nation and its members in the lands legally described as:

[insert legal description or attach as Annex to this Document]

NOW THEREFORE, pursuant to sections 38 and 39 of the *Indian Act*, the First Nation hereby absolutely surrenders forever to Her Majesty in right of Canada, Her Heirs and Successors all of the rights and interests, if any, of the Members of the First Nation in the lands described in the Settlement Agreement as the Surrendered Lands.

TO HAVE AND TO HOLD the said lands unto Her Majesty in right of Canada, Her Heirs and Successors forever commencing upon the acceptance of the absolute surrender by the Governor in Council.

It is acknowledged and declared that the results of the referendum vote are as follows:

1. The number of Voters entitled to vote _____
2. The number of Voters who voted _____
3. The number of Voters who voted in favour _____
4. The number of Voters who voted against _____
5. The number of rejected ballots _____
6. The vote was taken by secret ballot (yes/no) _____

IN WITNESS WHEREOF the undersigned Council of the First Nation has executed this document on behalf of its members this _____ day of _____, _____.

SIGNED, SEALED AND DELIVERED
By the Council of the First Nation

(Printed Name of Chief)

(Signature of Chief)

(Printed Name of Councillor)

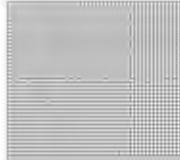
(Signature of Councillor)

In the presence of:

(Signature of Witness to all signatures)

(Printed Name of Witness)

(Position of Witness)





BAND COUNCIL RESOLUTION

NOTE:

The words "from our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditure from Band Funds.

		Cash free balance
The council of the FORT WILLIAM FIRST NATION		Capital Account (\$):
Date of duty convened meeting (YYYYMMDD) 2017-02-19	Province or Territory ON - Ontario	Revenue Account(\$):

DO HEREBY RESOLVE:

WHEREAS:

A. In 1998, the Fort William First Nation (the "First Nation") submitted the Grand Trunk Pacific Railway Claim (the "Claim") under Canada's Specific Claims Policy, alleging, among other things, that: the First Nation received less than fair market value for the expropriated lands; no amount was paid for moving expenses or infrastructure; and a ten percent payment made by the First Nation towards the Land Management Fund was unlawful in the context of an expropriation.

B. By letter dated January 30, 2002, Canada accepted the Claim for negotiation under the Specific Claims Policy.

C. In 2007, the Claim was amended to include allegations of unlawful authorization by the Crown for the sale and leasing of appropriated lands and the failure of the Crown to take prudent action to restore appropriated lands to the First Nation when it became apparent that they would not be used for railway purposes.

D. Canada and the First Nation have negotiated terms of settlement as contained in the Grand Trunk Pacific Railway Claim Settlement Agreement in order to achieve a full, fair and final settlement of the Claim (the "Settlement Agreement").

E. The Settlement Agreement contemplates an absolute surrender be ratified by the electors of the First Nation in accordance with the requirements of the Indian Act R.S.C. 1985, c-I-5, as amended and attendant regulations.

F. On the 18th day of February, 2017, the electors of the First Nation participated in a referendum held in accordance with the Indian Referendum Regulations made pursuant to the Indian Act, R.S.C. 1985, c-I-5, as amended, and pursuant to sections 38 and 39 of the Indian Act, to vote on the following question:

As a Voter of the Fort William First Nation, do you:

(a) agree to all of the terms and conditions of the Grand Trunk Pacific Railway Claim Settlement Agreement, including the absolute surrender, initiated by the negotiators for the First Nation and Canada, which settles and releases the Grand Trunk Pacific Railway Claim;

and

(b) authorize and direct the Council of the Fort William First Nation to sign all documents and do everything necessary to give effect to the Grand Trunk Pacific Railway Claim Settlement Agreement and the absolute surrender ?

G. At the referendum, a majority of the electors of the First Nation participated in the vote and of those who participated, a majority assented to the absolute surrender to Her Majesty in right of Canada of all the rights and interests, if any, of the First Nation and its members in the lands legally described as:

**DESCRIPTION OF SURRENDERED LANDS**

Part of Fort William First Nation Indian Reserve No. 52, being those lands patented to Grand Trunk Pacific Railway Co. by Patent dated January 22, 1906 and registered in the Registry Office for the District of Thunder Bay on the 19th day of February, 1906 as number 762; saving and excepting:

- (a) **Part of Fort William Indian Reserve No. 52, being Part 6 on Reference Plan 55R-10857, subject to interest as described in Instrument TBR403729 and an interest as described in Instrument TBR421700, City of Thunder Bay, District of Thunder Bay.**
- (b) **Part of Fort William Indian Reserve No. 52, being Parts 1, 2, 3, 4, 5, 7 and 9 on Reference Plan 55R-10857; subject to interest as described in Instrument TBR403729, City of Thunder Bay, District of Thunder Bay.**
- (c) **Part of Fort William Indian Reserve No. 52, being Parts 8 and 11 on Reference Plan 55R-10857, City of Thunder Bay, District of Thunder Bay**
- (d) **Parcel 26790 Section Thunder Bay Freehold being Part of Fort William Indian Reserve No. 52, being Part 5, Reference Plan 55R-11242, subject to interest as described in Instrument F108013A, City of Thunder Bay, District of Thunder Bay.**
- (e) **Part of Fort William Indian Reserve No. 52, Gowanlock Location; Part of Fort William Indian Reserve No. 52, Hamilton Location; Part of Fort William Indian Reserve No. 52, being the right of way and factory site of the Gowanlock Syndicate; Part of Fort William Indian Reserve No. 52, being Quarry Site; all being Parts 1 to 4 on Reference Plan 55R-1080, Parts 1 to 6 on Reference Plan 55R-9628 as amended by Instrument TBR354762; together with the interest as described in Instrument TBR409309; subject to the interest as described in Instruments OFW46092, OFW64528, TBR345979, TBR354085E, and TBR421700, all in the City of Thunder Bay, District of Thunder Bay.**
- (f) **Part of Fort William Indian Reserve No. 52, being Part 1 on Reference Plan 55R-10858, subject to interest as described in Instrument TBR403729, City of Thunder Bay, District of Thunder Bay.**
- (g) **Part of Fort William Indian Reserve No. 52, being Part 8 on Reference Plan 55R-10859, subject to interests as described in Instruments OFW70268, OFW70269; and TBR403729, City of Thunder Bay, District of Thunder Bay**
- (h) **Parcel 2364, Section of City of Fort William Freehold, being Lot A, Parcel W688 Neebing subject to interests described in Instruments LEW8825E and LEW51347, City of Thunder Bay, District of Thunder Bay.**
- (i) **Part of Fort William Indian Reserve No. 52, being Parcel 4174, Section of City of Fort William Freehold, as described in Instrument F108013A (Firstly of Firstly), subject to interest as described in Instrument F108013A, City of Thunder Bay, District of Thunder Bay.**
- (j) **Part of Fort William Indian Reserve No. 52, being Parcel 4174, Section of City of Fort William Freehold, as described in Instrument F108013A (Secondly of Firstly), saving and excepting Parts 1, 2, and 3, Reference Plan 55R-5301, all subject to interest as described in F108013A, City of Thunder Bay, District of Thunder Bay.**
- (k) **Part of Fort William Indian Reserve No. 52, being Parcel 22652, Section of Thunder Bay Freehold, being Parts 1, 2, and 3, Reference Plan 55R-5301 (surface rights only), City of Thunder Bay, District of Thunder Bay.**
- (l) **Part of Fort William Indian Reserve No. 52, being Parts 1 to 9 and Part 12, all on Reference Plan 55R-11690 (being Darrel Avenue), subject to interest as described in TBR421700, City of Thunder Bay, District of Thunder Bay.**
- (m) **Part of Fort William Indian Reserve No. 52, being Parts 1 to 9 on Reference Plan 55R-13027, subject to an easement in gross over Parts 4, 5, and 6 on Reference Plan 55R-13027 as described in Instrument TY100087, and subject to an easement in gross over Parts 2, 3, 5, 6, 8 and 9, Reference Plan 55R-13027 until 2032/12/31 as described in Instrument TY100088, City of Thunder Bay, District of Thunder Bay.**
- (n) **Part of Fort William Indian Reserve No. 52; being Parts 1 to 9 on Reference Plan 55R-11055, located southerly and easterly of south limit of Parts 8 and 9 on Reference Plan 55R-11690; saving and excepting Parts 1 to 6 on Reference Plan 55R-11690 and Parts 11 to 18, Reference Plan 55R-13027, subject to interest as described in Instruments TBR403729, TBR403729; TBR421700, TBR440069, TBR440070, TBR440071, and TBR440077, City of Thunder Bay, District of Thunder Bay,**



ED 078 746 Accession # EETD-14680

(o) Part of Fort William Indian Reserve No. 52, being Parts 31 and 33 on Reference Plan 55R/41689; subject to interest as described in Instrmnt TBR403729, City of Thunder Bay, District of Thunder Bay.

(p) Part of Fort William Indian Reserve No. 52, being Parts I to 8 on Reference Plan 55R-11056, Part I on Reference Plan 55R-10866 and Parts 1 to 3, 5 to 6, 8 to 10, 12 to 18 and 20 to 26 on Reference Plan 55R-11689, subject to interest as described in Instrument TBR421700 as partially released by Instrument TY118760; subject to interest as described in Instrument TBR403729; subject to an easement as described in Instrument TBR439988, TBR440069 and TBR440071, City of Thunder Bay, District of Thunder Bay.

(q) Part of Fort William Indian Reserve No. 52, being Parts 2 and 3 on Reference Plan SSR-11535, subject to interest as described in Instrument TBR403729, City of Thunder Bay, District of Thunder Bay.

(r) those lands added to the Fort William First Nation Indian Reserve on June 30, 2011 pursuant to Order in Council P.C. 2011-450 dated March 25, 2011 and Order-In-Council P.C. 2011-791 dated June 27, 2011; and legally described as Part of the Fort William Indian Reserve No. 52, being part of the Lands Patented to Grand Trunk Pacific Railway Co., City of Thunder Bay, District of Thunder Bay, designated as parts 7, 11, 19, 27, 28, 29, 30 and 32 on Reference Plan 55R-11689, CLSR Plan 86142

NOW THEREFORE, pursuant to sections 38 and 39 of the Indian Act, the First Nation hereby absolutely surrenders forever to Her Majesty in right of Canada, Her Heirs and Successors all of the rights and interests, if any, of the Members of the First Nation in the lands described in the Settlement Agreement as the Surrendered Lands.

TO HAVE AND TO HOLD the said lands unto Her Majesty in right of Canada, Her Heirs and Successors forever commencing upon the acceptance of the absolute surrender by the Governor in Council.

It is acknowledged and declared that the results of the referendum vote are as follows:

1. The number of Voters entitled to vote _1791
 2. The number of Voters who voted 964
 3. The number of Voters who voted in favour 953
 4. The number of Voters who voted against 5
 5. The number of rejected ballots 6
 6. The vote was taken by secret ballot (yes/no) Yes



Indigenous and
Northern Affairs Canada

Affaires autochtones
et du Nord Canada

Released under the Access
to Information Act
PROTECTED B (When Completed)

Communiqué en vertu de la

Loi sur l'Accès à

l'information

Authority

(Indian Act Section)

Canada

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds	Expenditure	Authority (Indian Act Section)	Source of funds
		<input type="radio"/> Capital			<input type="radio"/> Capital
		<input type="radio"/> Revenue			<input type="radio"/> Revenue
Recommending Officer			Recommending Officer		
Signature		Date (YYYYMMDD)	Signature		Date (YYYYMMDD)
Approuved by			Approved by		
Signature		Date (YYYYMMDD)	Signature		Date (YYYYMMDD)

**FORT WILLIAM FIRST NATION
GRAND TRUNK PACIFIC RAILWAY CLAIM
SETTLEMENT AGREEMENT**

**SCHEDULE 2
BALLOT QUESTION**

As a Voter of the Fort William First Nation, do you:

agree to all of the terms and conditions of the Grand Trunk Pacific Railway Settlement Agreement, including the absolute surrender, initiated by the negotiators for the First Nation and Canada, which settles and releases the Grand Trunk Pacific Railway Claim;

and

authorize and direct the Council of the Fort William First Nation to sign all documents and do everything necessary to give effect to the Grand Trunk Pacific Railway Settlement Agreement and the absolute surrender ?

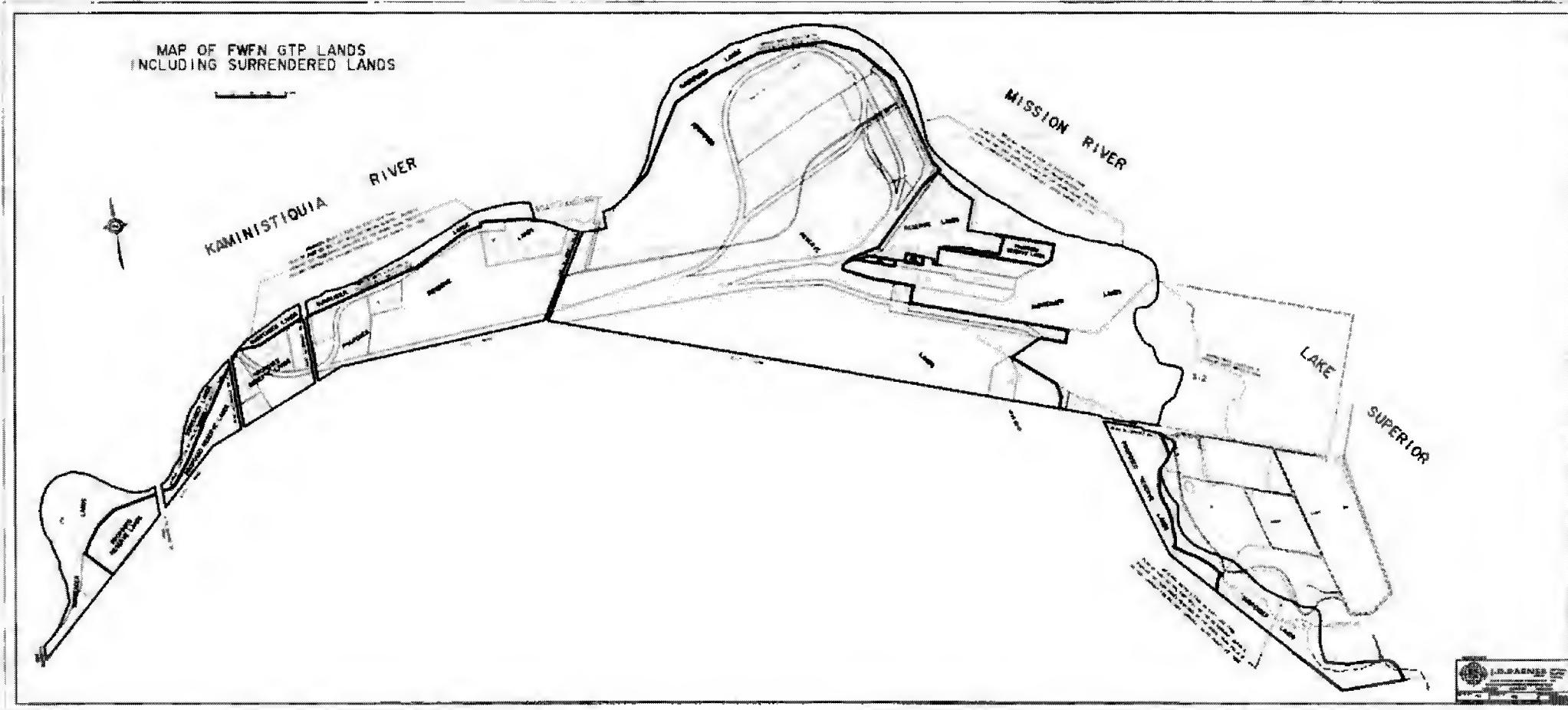
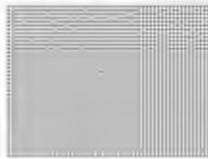
YES

NO

Mark this Ballot by placing an "X", check mark or other mark, under the word "YES" or "NO" within the appropriate box, clearly indicating your response to the question asked, but without identifying yourself.

**FORT WILLIAM FIRST NATION
GRAND TRUNK PACIFIC RAILWAY CLAIM
SETTLEMENT AGREEMENT**

**SCHEDULE 3
MAP OF CLAIM LANDS INCLUDING SURRENDERED LANDS**



**FORT WILLIAM FIRST NATION
GRAND TRUNK PACIFIC RAILWAY CLAIM
SETTLEMENT AGREEMENT**

**SCHEDULE 4
DESCRIPTION OF SURRENDERED LANDS**

Part of Fort William First Nation Indian Reserve No. 52, being those lands patented to Grand Trunk Pacific Railway Co. by Patent dated January 22, 1906 and registered in the Registry Office for the District of Thunder Bay on the 19th day of February, 1906 as number 762; saving and excepting:

- (a) those lands set out and described in Schedule 5 hereto; and
- (b) those lands added to the Fort William First Nation Indian Reserve on June 30, 2011 pursuant to Order in Council P.C. 2011-450 dated March 25, 2011 and Order-In-Council P.C. 2011-791 dated June 27, 2011; and legally described as Part of the Fort William Indian Reserve No. 52, being part of the Lands Patented to Grand Trunk Pacific Railway Co., City of Thunder Bay, District of Thunder Bay, designated as parts 7, 11, 19, 27, 28, 29, 30 and 32 on Reference Plan 55R-11689, CLSR Plan 86142

**FORT WILLIAM FIRST NATION
GRAND TRUNK PACIFIC RAILWAY CLAIM
SETTLEMENT AGREEMENT**

**SCHEDULE 5
LEGAL DESCRIPTION OF PROPOSED RESERVE LANDS**

1. Part of Fort William Indian Reserve No. 52, being Part 6 on Reference Plan 55R-10857, subject to interest as described in Instrument TBR403729 and an interest as described in Instrument TBR421700, City of Thunder Bay, District of Thunder Bay.
2. Part of Fort William Indian Reserve No. 52, being Parts 1, 2, 3, 4, 5, 7 and 9 on Reference Plan 55R-10857; subject to interest as described in Instrument TBR403729, City of Thunder Bay, District of Thunder Bay.
3. Part of Fort William Indian Reserve No. 52, being Parts 8 and 11 on Reference Plan 55R-10857, City of Thunder Bay, District of Thunder Bay
4. Parcel 26790 Section Thunder Bay Freehold being Part of Fort William Indian Reserve No. 52, being Part 5, Reference Plan 55R-11242, subject to interest as described in Instrument F108013A, City of Thunder Bay, District of Thunder Bay.
5. Part of Fort William Indian Reserve No. 52, Gowanlock Location; Part of Fort William Indian Reserve No. 52, Hamilton Location; Part of Fort William Indian Reserve No. 52, being the right of way and factory site of the Gowanlock Syndicate; Part of Fort William Indian Reserve No. 52, being Quarry Site; all being Parts 1 to 4 on Reference Plan 55R-1080, Parts 1 to 6 on Reference Plan 55R-9628 as amended by Instrument TBR354762; together with the interest as described in Instrument TBR409309; subject to the interest as described in Instruments OFW46092, OFW64528, TBR345979, TBR354085E, and TBR421700, all in the City of Thunder Bay, District of Thunder Bay.
6. Part of Fort William Indian Reserve No. 52, being Part 1 on Reference Plan 55R-10858, subject to interest as described in Instrument TBR403729, City of Thunder Bay, District of Thunder Bay.
7. Part of Fort William Indian Reserve No. 52, being Part 8 on Reference Plan 55R-10859, subject to interests as described in Instruments OFW70268, OFW70269; and TBR403729, City of Thunder Bay, District of Thunder Bay

8. Parcel 2364, Section of City of Fort William Freehold, being Lot A, Parcel W688 Neebing subject to interests described in Instruments LEW8825E and LEW51347, City of Thunder Bay, District of Thunder Bay.
9. Part of Fort William Indian Reserve No. 52, being Parcel 4174, Section of City of Fort William Freehold, as described in Instrument F108013A (Firstly of Firstly), subject to interest as described in Instrument F108013A, City of Thunder Bay, District of Thunder Bay.
10. Part of Fort William Indian Reserve No. 52, being Parcel 4174, Section of City of Fort William Freehold, as described in Instrument F108013A (Secondly of Firstly), saving and excepting Parts 1, 2, and 3, Reference Plan 55R-5301, all subject to interest as described in F108013A, City of Thunder Bay, District of Thunder Bay.
11. Part of Fort William Indian Reserve No. 52, being Parcel 22652, Section of Thunder Bay Freehold, being Parts 1, 2, and 3, Reference Plan 55R-5301 (surface rights only), City of Thunder Bay, District of Thunder Bay.
12. Part of Fort William Indian Reserve No. 52, being Parts 1 to 9 and Part 12, all on Reference Plan 55R-11690 (being Darrel Avenue), subject to interest as described in TBR421700, City of Thunder Bay, District of Thunder Bay.
13. Part of Fort William Indian Reserve No. 52, being Parts 1 to 9 on Reference Plan 55R-13027, subject to an easement in gross over Parts 4, 5, and 6 on Reference Plan 55R-13027 as described in Instrument TY100087, and subject to an easement in gross over Parts 2, 3, 5, 6, 8 and 9, Reference Plan 55R-13027 until 2032/12/31 as described in Instrument TY100088, City of Thunder Bay, District of Thunder Bay.
14. Part of Fort William Indian Reserve No. 52; being Parts 1 to 9 on Reference Plan 55R-11055, located southerly and easterly of south limit of Parts 8 and 9 on Reference Plan 55R-11690; saving and excepting Parts 1 to 6 on Reference Plan 55R-11690 and Parts 11 to 18, Reference Plan 55R-13027, subject to interest as described in Instruments TBR403729, TBR403729; TBR421700, TBR440069, TBR440070, TBR440071, and TBR440077, City of Thunder Bay, District of Thunder Bay,
15. Part of Fort William Indian Reserve No. 52, being Parts 31 and 33 on Reference Plan 55R-11689, subject to interest as described in Instrument TBR403729, City of Thunder Bay, District of Thunder Bay.
16. Part of Fort William Indian Reserve No. 52, being Parts 1 to 8 on Reference Plan 55R-11056, Part 1 on Reference Plan 55R-10866 and Parts 1 to 3, 5 to 6, 8 to 10, 12 to 18 and 20 to 26 on Reference Plan 55R-11689, subject to interest as

described in Instrument TBR421700 as partially released by Instrument TY118760; subject to interest as described in Instrument TBR403729; subject to an easement as described in Instrument TBR439988, TBR440069 and TBR440071, City of Thunder Bay, District of Thunder Bay.

17. Part of Fort William Indian Reserve No. 52, being Parts 2 and 3 on Reference Plan 55R-11535, subject to interest as described in Instrument TBR403729, City of Thunder Bay, District of Thunder Bay.

FORT WILLIAM FIRST NATION

GRAND TRUNK PACIFIC RAILWAY CLAIM

SETTLEMENT AGREEMENT

SCHEDULE 6

FORM OF BAND COUNCIL RESOLUTION FOR PAYMENT & DIRECTION TO PAY

The First Nation hereby authorizes and directs Canada to pay the Compensation Balance set out in Article 2.0 of the Settlement Agreement in accordance with the Direction to Pay attached hereto.

The Fort William First Nation, by its Council:

Chief	DATE
Councillor	DATE

**BAND COUNCIL RESOLUTION****NOTE:**

The words "from our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditure from Band Funds.

		Cash free balance
The council of the FORT WILLIAM FIRST NATION		Capital Account (\$).
Date of duty convened meeting (YYYYMMDD) 2017-02-19	Province or Territory ON - Ontario	Revenue Account(\$)

DO HEREBY RESOLVE:

PAYMENT & DIRECTION TO PAY

Whereas;

In accordance with Schedule 6 of the Grand Trunk Pacific Railway Settlement Agreement between Canada and Fort William First Nation and subsequent vote held on February 18, 2017

Be It Resolved that;

The Fort William First Nation hereby authorizes and directs Canada to pay the Compensation Balance set out in Article 2.0 of the Settlement Agreement in accordance with the Direction to Pay attached hereto.

Name of Financial Institution [REDACTED]

Address: [REDACTED]

Name of Account Holder [REDACTED]

Account Number [REDACTED]
Transit Number [REDACTED]

(PC)
(PC)

And THIS SHALL BE YOUR CLEAR AND IRREVOCABLE DIRECTION TO PAY.

Quorum 5

[REDACTED] (Chief)

[REDACTED] (Councilor)



Indigenous and
Northern Affairs Canada

Affaires autochtones
et du Nord Canada

Released under the Access
to Information Act **PROTECTED B (When Completed)**

Communiqué en vertu de la

Page 2 of 2

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds	Expenditure	Authority (Indian Act Section)	Source of funds
		<input type="radio"/> Capital <input type="radio"/> Revenue			<input type="radio"/> Capital <input type="radio"/> Revenue
Recommending Officer			Recommending Officer		
Signature		Date (YYYYMMDD)	Signature		Date (YYYYMMDD)
Approved by			Approved by		
Signature		Date (YYYYMMDD)	Signature		Date (YYYYMMDD)

DIRECTION TO PAY**TO CANADA:**

Pursuant to the terms of the Grand Truck Railway Claim Settlement Agreement, the Fort William First Nation hereby directs Canada to pay any and all amounts owing to the Fort William First Nation under the Settlement Agreement as follows:

NAME OF FINANCIAL INSTITUTION: _____

ADDRESS OF FINANCIAL INSTITUTION: _____

NAME OF ACCOUNT HOLDER: _____

TRANSIT NUMBER OF FINANCIAL INSTITUTION: _____

ACCOUNT NUMBER: _____

AND THIS SHALL BE YOUR CLEAR AND IRREVOCABLE DIRECTION TO PAY.

The Fort William First Nation, by its Council:

Chief	DATE
Councillor	DATE



F O R T W I L L I A M F I R S T N A T I O N

DIRECTION TO PAY

TO CANADA:

Pursuant to the terms of the Grand Trunk Railway Claim Settlement Agreement, the Fort William First Nation hereby directs Canada to pay any and all amounts owing to the Fort William First Nation under the Settlement Agreement as follows:

NAME OF FINANCIAL INSTITUTION: _____

ADDRESS OF FINANCIAL INSTITUTION: _____

NAME OF ACCOUNT HOLDER: _____

TRANSIT NUMBER OF FINANCIAL INSTITUTION: _____

ACCOUNT NUMBER: _____

(AC)

(PC)

AND THIS SHALL BE YOUR CLEAR AND IRREVOCABLE DIRECTION TO PAY.

The Fort William First Nation, by its Council:

Chief

DATE

Councillor

Feb 19, 2017

DATE

Councillor

Feb 19, 2017

DATE

Councillor

Feb 19 2017

DATE

Councillor

Feb 19 2017

DATE

Councillor

Feb 19, 2017

DATE

Councillor

Feb 19/2017

DATE

Councillor

Feb 19/2017

DATE

**FORT WILLIAM FIRST NATION
GRAND TRUNK PACIFIC RAILWAY CLAIM
SETTLEMENT AGREEMENT**

**SCHEDULE 7
SOLICITOR'S CERTIFICATE**

I, (name of legal counsel of the First Nation), of the City of _____, in the Province of Ontario, Barrister & Solicitor, do hereby certify:

1. THAT I am a member in good standing of the Law Society of Upper Canada and am qualified to practice law in the Province of Ontario;
2. THAT I was retained in my professional capacity to provide independent legal advice to the First Nation with respect to the Claim, including the terms of settlement of the Claim and the preparation, execution and implementation of the Grand Trunk Pacific Railway Settlement Agreement executed by the First Nation on the ___ day of _____, 20___;
3. THAT I have advised the Council as to the legal nature and effect upon the First Nation and its Members of the Settlement Agreement and the absolute surrender and the implementation of the Settlement Agreement and the absolute surrender, including, without limitation: the legal implications arising from the management, disbursement and use of the Compensation Balance rather than into an account managed by the Department for the First Nation in accordance with the Indian Act and, where applicable, the potential rates of return and associated investment risks (the "Legal Issues").
4. THAT I was present at the following Information Meeting(s) called for the purpose of explaining to the Members the Settlement Agreement and the absolute surrender.

Location of Meeting(s):

Date(s) and Time(s):

5. THAT I made a presentation at the Information Meeting(s), to the Members then present, regarding the Legal Issues and answered any relevant legal questions raised at the Information Meeting(s).
6. THAT I was also available, as needed, to answer Members' questions, including any Members that were not in attendance at the Information Meeting, about the Legal Issues.

Witness' Signature: _____)

Name of Witness: _____)

Address: _____)

This (day) of (month) in (year))

Date: _____)

(Name of Legal Counsel)
Barrister and Solicitor



**FORT WILLIAM FIRST NATION
GRAND TRUNK PACIFIC RAILWAY CLAIM
SETTLEMENT AGREEMENT
SOLICITOR'S CERTIFICATE**

I, T. Michael Strickland, of the City of Thunder Bay, in the Province of Ontario, Barrister & Solicitor, do hereby certify:

1. THAT I am a member in good standing of the Law Society of Upper Canada and am qualified to practice law in the Province of Ontario;
2. THAT I was retained in my professional capacity to provide independent legal advice to the First Nation with respect to the Claim, including the terms of settlement of the Claim and the preparation, execution and implementation of the Grand Trunk Pacific Railway Settlement Agreement executed by the First Nation on the 19th day of February, 2017;
3. THAT I have advised the Council as to the legal nature and effect upon the First Nation and its Members of the Settlement Agreement and the absolute surrender and the implementation of the Settlement Agreement and the absolute surrender, including, without limitation: the legal implications arising from the management, disbursement and use of the Compensation Balance rather than into an account managed by the Department for the First Nation in accordance with the Indian Act and, where applicable, the potential rates of return and associated investment risks (the "Legal Issues").
4. THAT I was present at the following Information Meeting(s) called for the purpose of explaining to the Members the Settlement Agreement and the absolute surrender;

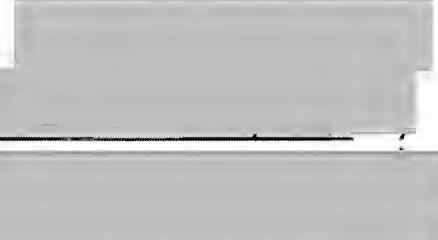
Location of Meeting(s):

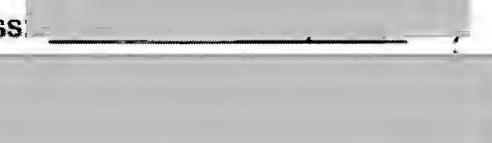
Date(s) and Time(s):

Victoria Inn
Fort William First Nation

January 16, 2017
February 4, 2017

5. THAT I made a presentation at the Information Meeting(s), to the Members then present, regarding the Legal Issues and answered any relevant legal questions raised at the Information Meeting(s).
6. THAT I was also available, as needed, to answer Members' questions, including any Members that were not in attendance at the Information Meeting, about the Legal Issues.

Witness' Signature: 

Name of Witness: 

Address: 

Date: March 16, 2017

T. MICHAEL STRICKLAND
Barrister and Solicitor

FORT WILLIAM FIRST NATION
GRAND TRUNK PACIFIC RAILWAY CLAIM
SETTLEMENT AGREEMENT

SCHEDULE 8
FINANCIAL ADVISOR'S CERTIFICATE

I Blair Smith, of BDO Dunwoody LLP of Thunder Bay, in the Province of Ontario, Chartered Accountant, do hereby certify:

1. THAT I am a member in good standing of the Institute of Chartered Accountants of Ontario and qualified to practice as a Chartered Accountant in the Province of Ontario.
2. THAT I was retained in my professional capacity to provide independent financial advice to the First Nation with respect to the terms of the [name of claim] Settlement Agreement (the "Settlement Agreement"), including dealing with the payment of the Compensation Balance and the subsequent safe custody, preservation of capital, management, investment, disbursement and use of the Compensation Balance.
3. THAT I have provided independent financial advice to the Council with respect to the financial aspects of the Settlement Agreement, including, without limitation, the financial considerations for the First Nation and its Members arising in relation to the implementation of the Settlement Agreement, the management, disbursement and use of the Compensation Balance, in accordance with the Direction to Pay, the deposit of the Compensation Balance and, where applicable, the potential rates of return and associated investment risks (the "Financial Issues").
4. THAT I was present at the following Information Meeting(s) called for the purpose of explaining to the Members the Settlement Agreement and the Trust Agreement:

Location of Meeting(s):

Date(s) and Time(s):

5. THAT I made a presentation at the Information Meeting(s), to the Members then present, regarding the Financial Issues and answered any relevant financial questions raised at the Information Meeting to the best of my professional ability.
6. THAT I was also available, as needed, to answer questions that Members had, including any Members that were not in attendance at the Information Meeting, about the Financial Issues and did so to the best of my professional ability.

Witness' Signature: _____)

Name of Witness: _____)

Address: _____)

This (day) of (month) in (year))

Date: _____)

(name of financial advisor)

**FORT WILLIAM FIRST NATION
GRAND TRUNK PACIFIC RAILWAY CLAIM
SETTLEMENT AGREEMENT
FINANCIAL ADVISOR'S CERTIFICATE**

I, Blair Smith, of BDO Dunwoody LLP of Thunder Bay, in the Province of Ontario, Chartered Accountant, do hereby certify:

1. THAT I am a member in good standing of the Institute of Chartered Accountants of Ontario and qualified to practice as a Chartered Accountant in the Province of Ontario.
2. THAT I was retained in my professional capacity to provide independent financial advice to the First Nation with respect to the terms of the [name of claim] Settlement Agreement (the "Settlement Agreement"), including dealing with the payment of the Compensation Balance and the subsequent safe custody, preservation of capital, management, investment, disbursement and use of the Compensation Balance.
3. THAT I have provided independent financial advice to the Council with respect to the financial aspects of the Settlement Agreement, including, without limitation, the financial considerations for the First Nation and its Members arising in relation to the implementation of the Settlement Agreement, the management, disbursement and use of the Compensation Balance, in accordance with the Direction to Pay, the deposit of the Compensation Balance and, where applicable, the potential rates of return and associated investment risks (the "Financial Issues").
4. THAT I was present at the following Information Meeting(s) called for the purpose of explaining to the Members the Settlement Agreement and the Trust Agreement:

Location of Meeting(s):

Date(s) and Time(s):

Victoria Inn
Fort William First Nation

January 16, 2017
February 4, 2017

5. THAT I made a presentation at the Information Meeting(s), to the Members then present, regarding the Financial Issues and answered any relevant financial questions raised at the Information Meeting to the best of my professional ability.

6. THAT I was also available, as needed, to answer questions that Members had, including any Members that were not in attendance at the Information Meeting, about the Financial Issues and did so to the best of my professional ability.

Witness' Signature: _____)

Name of Witness: _____)

Address: _____)

Date: March 10, 2017)

BLAIR SMITH

**FORT WILLIAM FIRST NATION
GRAND TRUNK PACIFIC RAILWAY CLAIM
SETTLEMENT AGREEMENT**

**SCHEDULE 9
FORM OF BAND COUNCIL RESOLUTION**

WHEREAS the First Nation wishes to enter into the Grand Trunk Pacific Railway Claim Settlement Agreement (the "Settlement Agreement") with Her Majesty the Queen in Right of Canada.

AND WHEREAS the Council of the First Nation has held an Information Meeting for its Members on (date, time and location) to explain the terms and conditions of the proposed Settlement Agreement and the absolute surrender.

AND WHEREAS legal counsel for the First Nation explained the legal nature and effect of entering into the Settlement Agreement and the absolute surrender to the Council and to the Members present at the Information Meeting.

AND WHEREAS a financial advisor for the First Nation provided independent financial advice in respect of the Settlement Agreement to the Council and to the Members present at the Information Meeting.

AND WHEREAS a Ratification Vote conducted in accordance with the Indian Referendum Regulations was held, a majority of the Voters voted, and ___% of the Voters that voted were in favour of this Settlement Agreement and the absolute surrender.

BE IT RESOLVED:

1. THAT the Fort William First Nation hereby approves and assents to the terms and conditions of the Settlement Agreement initialed by the Parties, which settles the Grand Trunk Pacific Railway Claim and the absolute surrender.
2. THAT the Council hereby agrees to execute the Settlement Agreement and the absolute surrender on behalf of the Fort William First Nation.

The Fort William First Nation, by its Council:

Chief

DATE

Councillor	DATE

**BAND COUNCIL RESOLUTION**

17-18

File Reference No.

NOTE:

The words "from our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditure from Band Funds.

		Cash free balance
The council of the FORT WILLIAM FIRST NATION		Capital Account (\$):
Date of duty convened meeting (YYYYMMDD) 2017-02-19	Province or Territory ON - Ontario	Revenue Account(\$):

DO HEREBY RESOLVE:

WHEREAS the First Nation wishes to enter into the Grand Trunk Pacific Railway Claim Settlement Agreement (the "Settlement Agreement") with Her Majesty the Queen in Right of Canada.

AND WHEREAS the Council of the First Nation has held an Information Meeting for its Members on January 14th, 2017 at 3:00 p.m. at the FWFN Community Centre and on January 16th at 6:00 p.m. at the Victoria Inn Hotel (Kensington Room) 555 Arthur Street West, Thunder Bay, Ontario and on February 4th, 2017 at 3:00 p.m. at the FWFN Community Centre to explain the terms and conditions of the proposed Settlement Agreement and the absolute surrender.

AND WHEREAS legal counsel for the First Nation explained the legal nature and effect of entering into the Settlement Agreement and the absolute surrender to the Council and to the Members present at the Information Meeting.

AND WHEREAS a financial advisor for the First Nation provided independent financial advice in respect of the Settlement Agreement to the Council and to the Members present at the Information Meeting.

AND WHEREAS a Ratification Vote conducted in accordance with the Indian Referendum Regulations was held, a majority of the Voters voted, and ⁸⁹/₁₀₀ % of the Voters that voted were in favour of this Settlement Agreement and the absolute surrender.

ln (tm)
BE IT RESOLVED:

1. THAT the Fort William First Nation hereby approves and assents to the terms and conditions of the Settlement Agreement initiated by the Parties, which settles the Grand Trunk Pacific Railway Claim and the absolute surrender.

2. THAT the Council hereby agrees to execute the Settlement Agreement and the absolute surrender on behalf of the Fort William First Nation.

Quorum 5

(Chief)

(Councillor)



FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds	Expenditure	Authority (Indian Act Section)	Source of funds
		<input type="radio"/> Capital <input type="radio"/> Revenue			<input type="radio"/> Capital <input type="radio"/> Revenue
Recommending Officer			Recommending Officer		
Signature		Date (YYYYMMDD)	Signature		Date (YYYYMMDD)
Approved by			Approved by		
Signature		Date (YYYYMMDD)	Signature		Date (YYYYMMDD)

FORT WILLIAM BOUNDARY CLAIM SETTLEMENT AGREEMENT

DATED FOR REFERENCE NOVEMBER 15, 2010

AMONG

THE FORT WILLIAM BAND

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

AND

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO

TABLE OF CONTENTS

ARTICLE 1 – INTERPRETATION	2
ARTICLE 2 – CANADA'S COMPENSATION	7
ARTICLE 3 – ONTARIO'S COMPENSATION	8
ARTICLE 4 – NEGOTIATION COSTS	9
ARTICLE 5 – SETTLEMENT LAND	10
ARTICLE 6 – SPECIFIC AGREEMENT	14
ARTICLE 7 – SURRENDERS	15
ARTICLE 8 – RELEASES	16
ARTICLE 9 – INDEMNITY	19
ARTICLE 10 – RATIFICATION BY THE FIRST NATION	21
ARTICLE 11 – EXECUTION	23
ARTICLE 12 – RECEIPT AND ACKNOWLEDGMENT	25
ARTICLE 13 – IMPLEMENTATION COMMITTEE	26
ARTICLE 14 – REPRESENTATIONS AND WARRANTIES	
OF THE FIRST NATION	28
ARTICLE 15 – FURTHER ASSURANCES	30
ARTICLE 16 – NOTICE	31
ARTICLE 17 – GENERAL PROVISIONS	33
 SIGNATURES	 35
 SCHEDULE 1 – BALLOT QUESTION	 40
SCHEDULE 2 – DESCRIPTIVE MAP OF SETTLEMENT LANDS	41
SCHEDULE 3 – SOLICITOR'S CERTIFICATE	45
SCHEDULE 4 – FINANCIAL ADVISOR'S CERTIFICATE	47
SCHEDULE 5A – TRUSTEE'S RECEIPT – CANADA'S COMPENSATION	49
SCHEDULE 5B – TRUSTEE'S RECEIPT – ONTARIO'S COMPENSATION	50
SCHEDULE 6 – DESCRIPTION OF THE SURRENDERED LANDS	51

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT dated for reference November 15, 2010.

AMONG:

THE FORT WILLIAM BAND, also known as the Fort William First Nation, as represented by its Chief and Council (hereinafter called the "First Nation")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Indian Affairs and Northern Development (hereinafter called "Canada")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as represented by the Minister of Aboriginal Affairs and by the Minister of Natural Resources (hereinafter called "Ontario")

WHEREAS:

- A. Pursuant to the Robinson Superior Treaty, made in 1850, a tract of land in what is now the Province of Ontario was set apart for the First Nation and is now known as Fort William Indian Reserve No. 52;
- B. The First Nation submitted a claim to Canada in 1986 alleging that the surveyed boundary of Fort William Indian Reserve No. 52 does not reflect the historical agreement reached between the Crown and the First Nation with the result that the reserve is smaller than it should be;
- C. The First Nation also submitted the claim to Ontario;
- D. Canada accepted the claim for negotiation in 1994, under its specific claims policy;
- E. Ontario agreed to negotiate the claim in 2000; and
- F. The First Nation, Canada and Ontario have negotiated this Settlement Agreement in order to achieve a full, fair and final settlement of the claim.

Fort William Boundary Claim Settlement Agreement among Fort William First Nation, Canada and Ontario
Dated for reference the 15th day of November, 2010

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES
CONTAINED IN THIS SETTLEMENT AGREEMENT THE PARTIES AGREE AS
FOLLOWS:**

ARTICLE 1

INTERPRETATION

Definitions

1.1 In this Settlement Agreement:

“Additions to Reserves Policy” means the policy and procedural guidelines set out in chapter 10 of the Land Management Manual of the Department, read in conjunction with chapter 12 of the Land Management Manual of the Department, as amended or replaced from time to time;

“Ballot Question” means the question asked of the Voters in the Ratification Vote substantially as set out in Schedule 1;

“Band Council Resolution” means a duly executed written resolution of the Council adopted at a duly convened meeting;

“Canada” means Her Majesty the Queen in right of Canada, as represented by the Minister;

“Canada’s Compensation” means the sum to be paid by Canada to the First Nation in accordance with Article 2;

“Claim” means all facts, matters and issues arising or resulting from the claim by the First Nation that there was a non-fulfilment of the Robinson Superior Treaty in that the Fort William Indian Reserve No. 52 as surveyed in 1853 does not reflect the historical agreement reached between the Crown and the First Nation with the result that the reserve is smaller than it should be;

“Committee” means the implementation committee described in Article 13;

“Council” means the council of the First Nation, which is a “council of the band” within the meaning of the *Indian Act*, R.S.C. 1985, c. 1-5;

“Crown Land” means “public lands” within the meaning of the *Public Lands Act*, R.S.O. 1990, c. P.43;

“Department” means the Department of Indian Affairs and Northern Development, as established pursuant to the *Department of Indian Affairs and Northern Development Act*, R.S.C. 1985, c. I-6;

“Department of Fisheries and Oceans” means the Department of Fisheries and Oceans, as established pursuant to the *Department of Fisheries and Oceans Act*, R.S.C. 1985, c. F-15.

“Descriptive Map” means the descriptive map of the Settlement Land attached as Schedule 2.

“Effective Date” means the later of the dates on which this Settlement Agreement is executed by the First Nation, Ontario and Canada in accordance with Article 11;

“Financial Institution” means a financial institution authorized by law to accept deposits and regulated by the Superintendent of Financial Institutions as defined in the *Office of Superintendent of Financial Institutions Act*, R.S.C. 1985, c.18 (3rd Supp.);

“First Nation” means the Fort William Band, also known as the Fort William First Nation, a “band” within the meaning of the *Indian Act* composed collectively of its members and represented by its duly elected Council;

“Fort William Reserve” means Fort William Indian Reserve No. 52, shown in yellow and described as “Fort William Indian Reserve No. 52” on the Descriptive Map;

“Indian Referendum Regulations” means the *Indian Referendum Regulations*, C.R.C. 1978, c.957, as am. SOR/94-369, Sched. II; SOR/2000-392;

“Information Meeting” means a meeting held pursuant to section 4.3 of the *Indian Referendum Regulations*;

“Interest” means interest on the outstanding balance of Canada’s Compensation calculated in accordance with section 2.3.

“Le Pâté Nature Reserve” means that portion of the Settlement Land shown as Part 3 on the Descriptive Map, being a nature reserve class park within the meaning of the *Provincial Parks and Conservation Reserves Act, 2006*, S.O. 2006, c. 12;

“Member” means a person whose name appears on the First Nation’s Band List on the Voting Day;

“Minerals” means all naturally occurring metallic and non-metallic minerals, including natural gas, petroleum, coal, salt, sand, gravel, peat, quarry and pit material, gold, silver, and all rare and precious minerals and metals;

“Minister” means the Minister of Indian Affairs and Northern Development or the Minister’s duly authorized representative;

“Negotiation Costs” means the sum agreed to by Canada and the First Nation as set out in section 4.1, which includes the First Nation’s costs of ratifying the Settlement Agreement;

“Notice of Readiness” means the document by which in accordance with section 5.15 Canada notifies the First Nation and Ontario that it is prepared to accept the transfer of the administration and control of the Settlement Land;

“Ontario” means Her Majesty the Queen in right of Ontario as represented by the Minister of Aboriginal Affairs and by the Minister of Natural Resources;

“Ontario Ministers” means the Minister of Aboriginal Affairs and the Minister of Natural Resources or their duly authorized representatives;

“Ontario’s Compensation” means the sum to be paid by Ontario to the Trustee in accordance with Article 3;

“Ontario’s Proposed Instrument” means a draft version of the instrument by which Ontario shall transfer to Canada administration and control of the Settlement Land;

“Parties” means the First Nation, Canada and Ontario, and **“Party”** is any one of the First Nation, Canada or Ontario;

“Ratification Vote” means a vote on the Ballot Question conducted in accordance with the *Indian Referendum Regulations*;

“Road Allowance” means the road allowance laid out by a land surveyor on Pie Island.

“Robinson Superior Treaty” means the treaty entered into on September 7, 1850, between the Chiefs and Principal Men identified therein on behalf of the Ojibway Indians inhabiting the northern shore of Lake Superior, and William Benjamin Robinson on behalf of Her Majesty the Queen;

“Settlement Agreement” means this settlement agreement including the attached schedules;

“Settlement Land” means the approximately 4,656 (four thousand, six hundred and fifty-six) hectares of Crown land that, subject to survey for accurate identification, is shown as Parts 1, 2, and 3 on the Descriptive Map, and which Ontario shall transfer to Canada to be set apart as reserve for the First Nation in accordance with Article 5;

“Specific Agreement” means the agreement, made pursuant to the 1986 Agreement, set out in Article 6;

“Trust Account” means an account opened at a Financial Institution by the Trustee in trust for the First Nation in accordance with the Trust Agreement;

“Trust Agreement” means the Fort William First Nation Boundary Claim Settlement Trust Agreement between the First Nation and the Trustee, voted upon in a Ratification Vote in accordance with Article 10;

“Trustee” means a trustee identified as such in the Trust Agreement;

“Voter” means a Member who is 18 years of age or older on the Voting Day and has the same meaning as “elector” as that word is used in the *Indian Act* and the *Indian Referendum Regulations*;

“Voting Day” means the day set for holding the Ratification Vote;

“1924 Agreement” means the agreement between Canada and Ontario dated March 24, 1924, as confirmed by *An Act for the settlement of certain questions between the Governments of Canada and Ontario respecting Indian Reserve Lands*, S.C. 14-15 George V, c. 48, and *The Indian Lands Act, 1924*, S.O. 14 George V, c. 15; and

“1986 Agreement” means the agreement between Canada and Ontario dated August 5, 1986, as confirmed by the *Indian Lands Agreement (1986) Act*, S.C. 1987-88, c. 39, and the *Indian Lands Agreement (1986) Confirmation Act, 2010*, S.O. 2010, c. 1, Sched. 10.

Interpretation

- 1.2 A reference to an Article, section, subsection, or paragraph means an Article, section, subsection, or paragraph of this Settlement Agreement.
- 1.3 Except as otherwise defined in this Settlement Agreement, any words used in this Settlement Agreement that are defined in the *Indian Act* have the same meaning that they have in the *Indian Act*.
- 1.4 Unless a contrary intention is expressed, a reference to a statute in this Settlement Agreement shall include any such statute, and the regulations made under that statute, all as amended or replaced from time to time.
- 1.5 Where there is a reference to a number of days between two events, in calculating that number of days the day on which the first event happens is excluded and the day on which the second event happens is included.

- 1.6 Wherever in this Settlement Agreement one obligation is to be performed after another, or is to be performed after a specified date or event, unless otherwise provided the second obligation shall be performed as soon as reasonably possible following the performance of the first, or as soon as is reasonably possible following the specified date or event, whichever is applicable.
- 1.7 The division of this Settlement Agreement into Articles and other subdivisions, the provision of a table of contents and the insertion of headings are solely for convenience and in no way control, modify, explain or affect the scope, meaning or interpretation of any part of this Settlement Agreement.
- 1.8 Unless the context requires otherwise, words in the singular include the plural and words in the plural include the singular.
- 1.9 Unless the context requires otherwise, words referring to persons of one gender include persons of the other gender, corporations and bands.
- 1.10 Wherever in this Settlement Agreement notice is to be provided, the notice shall be provided in writing, which includes printing, typewriting, or any electronic means of communication by which words are capable of being visually reproduced at a distant point of reception, including by telecopier, telex or computer.
- 1.11 Wherever in this Settlement Agreement the word "discretion" is used, it means "sole, absolute and unfettered discretion".
- 1.12 There shall be no presumption that any ambiguity in any of the terms of this Settlement Agreement should be interpreted in favour of or against any Party.

Schedules

- 1.13 The following Schedules are attached to this Settlement Agreement:

Schedule 1 -	Ballot Question
Schedule 2 -	Descriptive Map of the Settlement Lands
Schedule 3 -	Solicitor's Certificate
Schedule 4 -	Financial Advisor's Certificate
Schedule 5A -	Trustee's Receipt – Canada's Compensation
Schedule 5B -	Trustee's Receipt – Ontario's Compensation
Schedule 6 -	Description of the surrendered lands

ARTICLE 2

CANADA'S COMPENSATION

- 2.1 Subject to the terms and conditions set out in this Settlement Agreement, Canada shall pay to the First Nation within forty five days of the Effective Date and the First Nation shall accept, One Hundred Forty-Nine Million, Four Hundred Forty-Two Thousand, Five Hundred and Ninety-Five Dollars (\$149,442,595.00) as Canada's Compensation payable for the Claim up to and including the Effective Date.
- 2.2 The payment of Canada's Compensation is subject to the conditions that the Trust Agreement has been executed by the authorized signatories and the Trust Account has been opened.
- 2.3 If Canada's Compensation is not paid in accordance with section 2.1, any unpaid amount of Canada's Compensation shall accumulate Interest, calculated at 2.5% per annum, pro-rated for the number of days the payment is late, from the date the amount was due until that amount is paid in full.
- 2.4 The First Nation authorizes and irrevocably directs Canada to deposit Canada's Compensation into the Trust Account established pursuant to the Trust Agreement.
- 2.5 The First Nation agrees that the Trust Account shall be administered by the Trustee in accordance with the terms and conditions set out in the Trust Agreement.
- 2.6 The First Nation and Canada agree that Canada's Compensation payable pursuant to this Settlement Agreement is not "Indian moneys" within the meaning of the *Indian Act* and accordingly the provisions of the *Indian Act* with respect to the management of Indian moneys shall not apply to Canada's Compensation and Interest.
- 2.7 The responsibility of Canada with respect to Canada's Compensation is to pay and deposit Canada's Compensation in accordance with this Article 2. Canada is not responsible for the direction by the First Nation to deposit Canada's Compensation into the Trust Account. Canada is also not responsible or liable for the safe custody, preservation of capital, management, investment, disbursement or any other use or dealings with respect to Canada's Compensation, for the rate of return obtained thereon, or any loss of Canada's Compensation, in whole or in part, whether through investment or failure of a Financial Institution or otherwise.

ARTICLE 3

ONTARIO'S COMPENSATION

- 3.1 Within forty-five (45) days of the date on which Ontario receives notice that Canada has ratified this Settlement Agreement, Ontario shall pay to the Trustee the sum of Five Million, One Hundred Ninety-Five Thousand, Six Hundred and Sixty-Two Dollars (\$5,195,662.00) as Ontario's Compensation.
- 3.2 The First Nation and Canada agree that Ontario's Compensation is not "Indian Monies" within the meaning of the *Indian Act*.
- 3.3 Ontario shall have no obligations, and no liability or responsibility, in respect of the management and administration of Ontario's Compensation by the Trustees.

ARTICLE 4

NEGOTIATION COSTS

Negotiation Costs

- 4.1 Subject to the terms and conditions set out in this Settlement Agreement, Canada shall pay to the First Nation, and the First Nation shall accept, Two Million, One Hundred Fifty-Four Thousand, Two Hundred and Ninety-Seven Dollars (\$2,154,297.00) in full and final satisfaction of any and all right to recover costs from Canada relating to costs incurred by the First Nation for research, preparation, negotiation, and settlement of the Claim and ratification of the Settlement Agreement, including legal fees, and any other costs related to the Claim excluding, for greater certainty, survey costs.

Repayment of Loan Funding by First Nation

- 4.2 The First Nation authorizes and irrevocably directs Canada to retain Two Million, One Hundred Fifty-Four Thousand, Two Hundred and Ninety-Seven Dollars (\$2,154,297.00) of the Negotiation Costs set out in section 4.1 as full and final repayment of all moneys previously loaned to the First Nation by Canada to negotiate the Claim. Within thirty (30) days of the Effective Date, Canada shall surrender to the First Nation all promissory notes obtained for the loan funding together with an acknowledgement that the indebtedness in relation thereto has been paid in full.

Payment by Canada

- 4.3 The balance of Canada's Compensation, One Hundred Forty-Seven Million, Two Hundred Eighty-Eight Thousand, Two Hundred and Ninety-Eight Dollars (\$147,288,298.00), shall be paid as directed in section 2.4.

ARTICLE 5

SETTLEMENT LAND

First Nation Request

5.1 The First Nation requests that:

- (a) Canada accept the transfer to Canada by Ontario of administration and control of the Settlement Land; and
- (b) Canada set apart the Settlement Land as reserve pursuant to the Additions to Reserves Policy and this Settlement Agreement.

No Alienation of Settlement Land

5.2 From the Effective Date until the date that the Settlement Land has been set apart as reserve, neither Ontario nor Canada shall alienate, lease or sell any part of the Settlement Land or any interests in the Settlement Land, issue or renew permits, licenses or leases authorizing the use of any part of the Settlement Land, or in any other way deal with the Settlement Land and the natural resources on or under the Settlement Land without the prior consent of the First Nation by Band Council Resolution, except:

- (a) where it is necessary to fulfill the terms and conditions of this Settlement Agreement;
- (b) where it is necessary to take emergency measures to protect the Settlement Land or the natural resources on or under the Settlement Land or for purposes of public safety, in which case Ontario or Canada, as the case may be, shall as soon as reasonably practicable advise the First Nation and Ontario or Canada, as the case may be, of the measures taken or to be taken;
- (c) as may be required by law; or
- (d) as provided in this Settlement Agreement.

5.3 Before it transfers administration and control of the Settlement Land to Canada, Ontario shall:

- (a) take the steps necessary to deregulate Le Pâté Nature Reserve so that the lands are no longer a nature reserve class park;

- (b) if necessary, and subject to the provisions of the *Crown Forest Sustainability Act, 1994*, S.O. 1994, c. 25, revise the boundaries of the Sustainable Forest License issued to Greenmantle Forest Inc. so that the license no longer applies to any part of the Settlement Land.

Environmental Condition of Settlement Land

- 5.4 Canada shall, at its cost, satisfy itself as to whether the environmental condition of the Settlement Land is acceptable to Canada in its discretion and, when it is acceptable, shall notify the First Nation and Ontario.
- 5.5 If Canada determines that the environmental condition of the Settlement Land is not acceptable to Canada in its discretion, Canada shall notify the First Nation and Ontario, and the Parties shall meet to determine how to resolve the situation.
- 5.6 If the Parties are unable to resolve the environmental condition of the Settlement Land described in section 5.5 to the satisfaction of Canada, Canada shall be under no obligation whatsoever to accept administration and control of the affected part of the Settlement Land from Ontario.

Surveys

- 5.7 The transfer of administration and control of the Settlement Land to Canada shall take place only after survey plans and a description of the Settlement Land have been prepared at Canada's cost in accordance with the standards of the Surveyor General for Canada, and the Parties have notified each other that the survey plans and description are acceptable.

Title to Settlement Land

- 5.8 Canada shall, at its cost, satisfy itself as to whether title to the Settlement Land is acceptable to Canada in its discretion and whether the Settlement Land is free and clear of all legal interests, rights or encumbrances of Ontario or any other party, except those legal interests, rights and encumbrances that Canada may accept in its discretion, and, when title to the Settlement Land is acceptable to Canada, shall notify the First Nation and Ontario.
- 5.9 If Canada determines that the Settlement Land is subject to a legal interest, right or encumbrance that is not acceptable, Canada shall notify the First Nation and Ontario.
- 5.10 After receipt of a notice described in section 5.9, Ontario shall, where possible, discharge, release, extinguish, cancel or acquire the unacceptable legal interest, right or encumbrance, at Ontario's cost and to the satisfaction of Canada, provided that Ontario shall have no obligation to expropriate the legal interest, right or encumbrance.

- 5.11 If Ontario is unable to discharge, release, extinguish, cancel or acquire the unacceptable legal interest, right or encumbrance to the satisfaction of Canada, the Parties shall meet to determine how to resolve the situation.
- 5.12 If the Parties are unable to resolve the situation described in section 5.11 to the satisfaction of Canada, Canada shall be under no obligation whatsoever to accept the administration and control of the affected part of the Settlement Land from Ontario.

Ontario's Proposed Instrument

- 5.13 After Canada delivers notice to Ontario in accordance with sections 5.4 and 5.8, Ontario shall deliver Ontario's Proposed Instrument to Canada and a copy of that instrument to the First Nation.
- 5.14 Canada shall review Ontario's Proposed Instrument, resolve its concerns about the instrument, if any, with Ontario and notify the First Nation and Ontario when the instrument is acceptable to Canada.

Notice of Readiness

- 5.15 After Canada confirms that Ontario's Proposed Instrument is acceptable, and provided that nothing has occurred that materially affects the environmental condition of or title to the Settlement Land, Canada shall deliver a Notice of Readiness to the First Nation and Ontario.

Transfer of Settlement Land to Canada

- 5.16 After Canada has delivered to Ontario a Notice of Readiness, Ontario shall transfer to Canada administration and control of the Settlement Land for the purpose of setting apart the Settlement Land as reserve in accordance with this Settlement Agreement, free and clear of all legal interests, rights or encumbrances of Ontario or any other party, except those legal interests, rights and encumbrances that Canada may accept in its discretion.
- 5.17 The text of the instrument employed by Ontario to transfer administration and control of the Settlement Land to Canada shall conform substantially with the text of Ontario's Proposed Instrument.
- 5.18 For greater certainty, the transfer to Canada of administration and control of the Settlement Land shall include:
 - (a) all surface and subsurface rights, including, without limitation, all timber and Minerals;
 - (b) any improvements situated on the Settlement Land on the Effective Date;

- (c) the beds and shores of any water body wholly enclosed within the Settlement Land; and
 - (d) any other interest of Ontario in the Settlement Land.
- 5.19 After the Land Registrar for the Province of Ontario has issued to Canada the instrument of transfer described in section 5.17, Canada shall deliver a duplicate registered copy of that instrument to the First Nation and Ontario.
- 5.20 After receipt by Canada of the copy of Ontario's instrument of transfer, and provided that nothing has occurred that materially affects the environmental condition of or title to the Settlement Land, the Minister shall accept the transfer of administration and control of the Settlement Land pursuant to the *Federal Real Property and Federal Immovables Act*, or recommend acceptance by Order in Council, whichever Canada decides in its discretion.

Recommendation

- 5.21 After Canada accepts the transfer of administration and control of the Settlement Land in accordance with section 5.20, and provided that nothing has occurred that materially affects the environmental condition of or title to the Settlement Land, the Minister shall recommend to the Governor in Council that the Settlement Land be set apart as reserve.

Road Allowance on Pie Island

- 5.22 If, within twenty-five (25) years of the Effective Date the First Nation acquires title to the Road Allowance that is adjacent to the Settlement Land, or to any portion or portions of that Road Allowance, the First Nation shall transfer to Canada the title to any portion or portions of the Road Allowance that the First Nation wishes to have set apart as reserve, and Canada shall recommend to the Governor in Council that the relevant portions of the Road Allowance be set apart as reserve in accordance with the Additions to Reserve Policy.
- 5.23 Ontario concurs with the setting apart of the Road Allowance, or any portion or portions of the Road Allowance, as reserve as described in section 5.22.

No Funding Priority

- 5.24 The First Nation agrees that nothing in this Settlement Agreement entitles it to receive priority for funding or other forms of assistance for the development, repair or maintenance of infrastructure or any capital expenditures for improvements with respect to any land set apart as reserve in accordance with the provisions of this Settlement Agreement.

ARTICLE 6

SPECIFIC AGREEMENT

Specific Agreement as Defined in the 1986 Agreement

- 6.1 Upon the execution of this Settlement Agreement, this Article 6 is a Specific Agreement and its provisions shall have effect upon confirmation in accordance with sections 6.4 and 6.5.

1924 Agreement

- 6.2 Paragraphs 3 to 7 inclusive of the 1924 Agreement shall not apply to the Fort William Reserve and the Settlement Land from and after the later of the dates that the Settlement Land is set apart by Canada as reserve for the First Nation and this Specific Agreement is confirmed in accordance with sections 6.4 and 6.5.

Release and Quitclaim of Ontario

- 6.3 Ontario shall, by the order in council by which this Specific Agreement is confirmed, release and quitclaim to Canada for the use and benefit of the First Nation all and any minerals rights and all rights to mineral revenues in the Fort William Reserve and the Settlement Land from and after the later of the dates that the Settlement Land is set apart by Canada as reserve for the First Nation and this Specific Agreement is confirmed in accordance with sections 6.4 and 6.5.

Confirmation of Specific Agreement

- 6.4 Pursuant to paragraph 10(a) of the 1986 Agreement, and after the execution of this Settlement Agreement by the Parties in accordance with Article 11, the First Nation shall, by its Council, deliver to Canada and Ontario a written notice stating that confirmation of the Specific Agreement has taken place pursuant to the custom of the First Nation.
- 6.5 After delivery of the notice described in section 6.4, Canada and Ontario shall recommend that orders in council be made confirming this Specific Agreement under the 1986 Agreement.

ARTICLE 7

SURRENDERS

- 7.1 The First Nation hereby surrenders absolutely to Canada, pursuant to the provisions of sections 38 and 39 of the *Indian Act*, the reserve interests that the First Nation and its members and their heirs, descendants, executors, successors and assigns, past, present and future, may have had, or may now have, in the lands that should have been included within the reserve that was surveyed in 1853, but were not, and which will not be set aside as reserve pursuant to the Settlement Agreement, which lands are not ascertainable but are represented by the lands described in Schedule 6.
- 7.2 The First Nation hereby surrenders its aboriginal title interest in the lands that should have been included within the reserve that was surveyed in 1853, but were not, and which will not be set aside as reserve pursuant to the Settlement Agreement, which lands are not ascertainable but are represented by the lands described in Schedule 6.
- 7.3 The First Nation's agreement to surrender to Canada all of the rights and interests described in sections 7.1 and 7.2 shall be null and void and of no effect unless:
 - (a) the First Nation has approved the Settlement Agreement and assented to the surrenders in accordance with Article 10; and
 - (b) the First Nation, Ontario and Canada have executed the Settlement Agreement in accordance with Article 11.

ARTICLE 8

RELEASES

Inclusive definition of "Canada" and "Ontario"

- 8.1 For the purpose of this Article 8, "Canada" includes any of Canada's ministers, officials, servants, employees, agents, successors and assigns, and "Ontario" includes any of Ontario's ministers, officials, servants, employees, agents, successors and assigns.

Release

- 8.2 In consideration of Canada's Compensation paid by Canada to the First Nation, and in consideration of the transfer to Canada of administration and control of the Settlement Land and other consideration provided by Ontario to the First Nation, and the fulfilment of other promises made by Canada and Ontario in this Settlement Agreement, the First Nation:

- (a) forever releases and discharges Canada and Ontario from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, that the First Nation and the past, present and future members of the First Nation and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have or may in the future have against Canada and Ontario with respect to the Claim, including all costs incurred by the First Nation for research, preparation, negotiation and settlement of the Claim, and ratification of the Settlement Agreement, including legal fees;
- (b) forever releases and discharges Canada from any past, present or future obligation or liability, whether in law, in equity or otherwise, that the First Nation and the past, present and future members of the First Nation and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have or may in the future have against Canada, relating to or arising from the fact that Canada has paid Canada's Compensation pursuant to Article 2 and retained part and paid part of the Negotiation Costs pursuant to Article 4, or related to or arising from the deposit by Canada of Canada's Compensation pursuant to Article 2, or related to or arising from any subsequent management, investment, disbursement, or any other use or dealings with respect to Canada's Compensation and Interest, or any loss of Canada's Compensation or Interest, in whole or in part, whether through investment or failure of a Financial Institution or otherwise;
- (c) shall not assert any action, cause of action, suit, claim or demand whatsoever, whether in law, in equity or otherwise, that the First Nation

and the past, present and future members of the First Nation and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have or may in the future have against Canada with respect to:

- (i) the Claim;
 - (ii) all costs incurred by the First Nation for research, preparation, negotiation and settlement of the Claim, and ratification of the Settlement Agreement, including Negotiation Costs and legal fees;
 - (iii) the procedures resulting in the execution of this Settlement Agreement by the First Nation;
 - (iv) the deposit of Canada's Compensation into the Trust Account as directed by the First Nation and any subsequent management, investment, disbursement, other use or dealings, or loss of Canada's Compensation; and
 - (v) the representations and warranties of the First Nation under Article 14; and
- (d) shall not assert any action, cause of action, suit, claim or demand whatsoever, whether in law, in equity or otherwise, that the First Nation and the past, present and future members of the First Nation and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have or may in the future have against Ontario with respect to:
- (i) the Claim;
 - (ii) all costs incurred by the First Nation for research, preparation, negotiation and settlement of the Claim and ratification of the Settlement Agreement, including legal fees;
 - (iii) the procedures resulting in the execution of this Settlement Agreement by the First Nation;
 - (iv) the payment of Ontario's Compensation to the Trustees in accordance with Article 3 and any subsequent management, investment, disbursement, other use or dealings, or loss of Ontario's Compensation; and
 - (v) the representations and warranties of the First Nation under Article 14.

- 8.3 Canada and Ontario shall not be entitled to and shall not rely on the releases set out in section 8.2 if they fail to carry out their obligations under Articles 2, 3, 4 and 5 of this Settlement Agreement.
- 8.4 Nothing in section 8.2 shall prevent or restrict the First Nation from pursuing any legal or equitable remedies against Canada and Ontario for any breach of the terms and conditions of this Settlement Agreement,

Environmental Release

- 8.5 From and following the date of Canada's acceptance of the transfer by Ontario of administration and control of the Settlement Land in accordance with section 5.16, the First Nation and Canada forever release and discharge Ontario from and against any and all obligation, liability, duty, loss, damage, relief, remedy, action, cause of action, application, suit, claim, demand or proceeding of any kind or nature whatsoever, whether in law, equity or otherwise that the First Nation and Canada may ever have had, may now have or may in the future have against Ontario relating directly or indirectly to the presence of any environmental contamination on, in or under the Settlement Land prior to the date of Canada's acceptance of administration and control of the Settlement Land.

ARTICLE 9

INDEMNITY

Inclusive definition of "Canada" and "Ontario"

- 9.1 For the purpose of this Article 9, "Canada" includes any of Canada's ministers, officials, servants, employees, agents, successors and assigns, and "Ontario" includes any of Ontario's ministers, officials, servants, employees, agents, successors and assigns.

Definition of Claimant

- 9.2 For the purposes of this Article 9, "Claimant" means a person, including a band, who has or has had, or may in the future have, a claim to an interest in the Claim, where such claim is based upon an interest that is or was held by such person as a member of the First Nation, or as a descendant of such a member or as a person eligible to be a member.

Indemnity

- 9.3 The First Nation indemnifies and forever saves harmless Canada and Ontario from and against any and all obligation, liability, duty, loss or damage resulting directly or indirectly from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, brought by any Claimant against Canada and Ontario with respect to the matters set out in section 8.2, provided that such obligation, liability, duty, loss or damage has been awarded or determined by a decision or order of a court or other tribunal of competent jurisdiction, or by a settlement (whether or not court proceedings have been instituted) consented to by the First Nation, such consent not to be unreasonably withheld, and notice has been given to the First Nation pursuant to section 9.4.

Notice

- 9.4 Canada and Ontario shall provide notice to the First Nation by registered mail of any claim that may reasonably give rise to indemnification under this Article 9. Such notice shall be sufficient to enable the First Nation to identify the claim and the Claimant and to protect its interests in a court proceeding or settlement.

Control of Defence

- 9.5 Canada and Ontario shall each assume and control its own defence and any negotiations relating to any action, cause of action, suit, claim or demand referred to in section 9.3. Canada and Ontario shall not refuse to defend themselves based solely on the existence of this Article.

Demand for Indemnification

9.6 Canada or Ontario, as the case may be, shall notify the First Nation of a demand for indemnification in accordance with section 9.3, setting out full particulars of the amount demanded, and if the amount demanded is not paid by the First Nation within sixty (60) days of receipt of such notice, Ontario or Canada, as the case may be, shall be entitled to invoke all rights and remedies provided by law to recover any amounts owed by the First Nation.

First Nation Entitled to Defend

9.7 The First Nation shall be entitled to defend, at its own expense, against any claim against Canada or Ontario that may give rise to a right of indemnification under this Article 9, and may make such investigation, negotiation and settlement of any claim as it deems expedient. This entitlement, however, shall in no way:

- (a) mean that the First Nation is entitled to represent Canada or Ontario; or
- (b) affect the rights or abilities of Canada and Ontario to defend any such claim including, without limitation, the appointment of counsel.

ARTICLE 10

RATIFICATION BY THE FIRST NATION

First Vote

10.1 The First Nation:

- (a) agrees to and approves the terms and conditions of the Settlement Agreement and Trust Agreement;
- (b) assents to the absolute surrender of its reserve interests in accordance with section 7.1 of the Settlement Agreement;
- (c) assents to the surrender of its aboriginal title interest in accordance with section 7.2 of the Settlement Agreement;
- (d) agrees to enter into and confirm the Specific Agreement; and
- (e) authorizes and directs at least a quorum of the Council to execute the Settlement Agreement and Trust Agreement and deliver notice of confirmation of the Specific Agreement,

if, at the Ratification Vote, a majority (over 50%) of the Voters vote and a majority (over 50%) of the votes cast by the Voters are in favour of the Settlement Agreement, Trust Agreement, and surrenders and of entering into and confirming the Specific Agreement.

Second Vote

10.2 If, at the Ratification Vote held pursuant to section 10.1, a majority (over 50%) of the Voters do not vote, but a majority (over 50%) of the votes cast are in favour of the Settlement Agreement, Trust Agreement and surrenders, and of entering into and confirming the Specific Agreement, then a second Ratification Vote may be called by the Minister.

10.3 Where a second Ratification Vote is held pursuant to section 10.2, the First Nation:

- (a) agrees to and approves the terms and conditions of the Settlement Agreement and Trust Agreement;
- (b) assents to the absolute surrender of its reserve interests in accordance with section 7.1 of the Settlement Agreement;
- (c) assents to the surrender of its aboriginal title interest in accordance with section 7.2 of the Settlement Agreement;

- (d) agrees to enter into and confirm the Specific Agreement; and
- (e) authorizes and directs at least a quorum of the Council to execute the Settlement Agreement and Trust Agreement and deliver notice of confirmation of the Specific Agreement,

if, at the second Ratification Vote, a majority (over 50%) of the votes cast by the Voters are in favour of the Settlement Agreement, Trust Agreement, and surrenders and of entering into and confirming the Specific Agreement.

No Approval or Assent

- 10.4 If the required approval and assent pursuant to section 10.1 (or, in the case of a second vote, section 10.3) is not obtained the Settlement Agreement shall not be executed on behalf of the First Nation and shall have no effect and, for greater certainty;
- (a) the Trust Agreement shall not be executed on behalf of the First Nation and shall have no effect;
 - (b) the absolute surrender of the First Nation's reserve interests under section 7.1 shall be null and void and shall have no effect;
 - (c) the surrender of the First Nation's aboriginal title interest under section 7.2 shall be null and void and shall have no effect;
 - (d) the Specific Agreement shall be null and void and shall have no effect; and
 - (e) the First Nation, Ontario and Canada shall have no obligations under this Settlement Agreement.

Indian Referendum Regulations

- 10.5 All Ratification Votes with respect to the Settlement Agreement, Trust Agreement, surrenders and Specific Agreement shall be conducted in accordance with the *Indian Referendum Regulations*.

ARTICLE 11

EXECUTION

First Nation

- 11.1 This Settlement Agreement shall be executed by at least a quorum of the Council on behalf of the First Nation following ratification by the First Nation of this Settlement Agreement in accordance with Article 10.

Ontario

- 11.2 This Settlement Agreement shall be executed by the Ontario Ministers on behalf of Ontario after the conditions applicable to Ontario as set out in section 11.4 have been met.

Canada

- 11.3 This Settlement Agreement shall be executed by the Minister on behalf of Canada after the conditions applicable to Canada as set out in section 11.4 have been met.

Conditions

- 11.4 Canada and Ontario shall execute this Settlement Agreement after:

- (a) the First Nation agrees to and approves the terms and conditions of the Settlement Agreement, including the absolute surrender of its reserve interests and the surrender of its Aboriginal title interests, in accordance with Article 10;
- (b) the First Nation agrees to and approves the terms and conditions of the Trust Agreement in accordance with Article 10;
- (c) the First Nation agrees to enter into and confirm the Specific Agreement in accordance with Article 10;
- (d) the absolute surrender of the First Nation's reserve interests has been certified in accordance with section 40 of the *Indian Act*;
- (e) the First Nation has executed the Settlement Agreement in accordance with section 11.1;
- (f) the Governor in Council has authorized the Minister to execute the Settlement Agreement on behalf of Canada;

- (g) the Governor in Council has accepted the absolute surrender of the First Nation's reserve interests and the surrender of its Aboriginal title interest;
- (h) the Ontario Ministers have been authorized to execute this Settlement Agreement on behalf of Ontario;
- (i) Ontario has approved and appropriated funds for the payment of Ontario's Compensation;
- (j) Canada has approved and appropriated the funds for the payment of Canada's Compensation;
- (k) the First Nation has delivered to Canada and Ontario the Solicitor's Certificate from the First Nation's legal counsel, dated on or after the date of execution of this Settlement Agreement by the First Nation, substantially in the form attached as Schedule 3; and
- (l) the First Nation has delivered to Canada the Financial Advisor's Certificate from the First Nation's financial advisor, dated on or after the date of execution of this Settlement Agreement by the First Nation, substantially in the form attached as Schedule 4.

Dated for reference the 15th day of November, 2010

ARTICLE 12

RECEIPT AND ACKNOWLEDGMENT

Receipts

- 12.1 The First Nation shall instruct the Trustee to deliver to Canada a receipt, substantially in the form attached as Schedule 5A, upon receiving Canada's Compensation in accordance with Article 2.
- 12.2 The First Nation shall instruct the Trustee to deliver to Ontario a receipt, substantially in the form attached as Schedule 5B, upon receiving Ontario's Compensation in accordance with Article 3.

Acknowledgment

- 12.3 Upon payment in full of Canada's Compensation, the First Nation shall deliver to Canada a Band Council Resolution acknowledging that Canada's obligations pursuant to Article 2 have been met.
- 12.4 Upon payment in full of Ontario's Compensation, the First Nation shall deliver to Ontario a Band Council Resolution acknowledging that Ontario's obligations pursuant to Article 3 have been met.

ARTICLE 13

IMPLEMENTATION COMMITTEE

Composition of Committee

- 13.1 The Parties shall establish a Committee to oversee the implementation of the Settlement Agreement and ensure that it is implemented in a timely manner in accordance with an agreed workplan to be developed by the Committee.
- 13.2 The Committee shall be composed of the following representatives of the Parties:
 - (a) for the First Nation, one representative to be named by the Council;
 - (b) for Canada, one representative to be named by the Ontario Regional Director General of the Department; and
 - (c) for Ontario, one representative to be named by the Assistant Deputy Minister, Negotiation and Reconciliation Division of the Ministry of Aboriginal Affairs.

Meetings of the Committee

- 13.3 Meetings of the Committee shall be by teleconference unless the Parties agree that the issues to be discussed require that the representatives meet in person.
- 13.4 The Committee shall meet as frequently as the representatives agree is necessary.

Dispute Resolution

- 13.5. In the event of a disagreement among the Parties arising out of the implementation of the Settlement Agreement, the Parties shall:
 - (a) refer the matter to the Committee for resolution; and
 - (b) if the Committee is unable to resolve the disagreement, explore, for a reasonable period of time, resolution through negotiation or other dispute resolution mechanisms, including mediation, before resorting to litigation.

Expenses

- 13.6 Each Party shall pay its own expenses in connection with the work of the Committee.

Dated for reference the 15th day of November, 2010

Duration

13.7 The Committee shall function until this Settlement Agreement has been fully implemented.

ARTICLE 14

REPRESENTATIONS AND WARRANTIES OF THE FIRST NATION

14.1 The First Nation represents and warrants that:

- (a) the First Nation intends to use Canada's Compensation and Ontario's Compensation for the use and benefit of the First Nation, as determined by the First Nation, and shall take such actions as it deems necessary or advisable, with the advice of its legal counsel and financial advisor, to give effect to that intent;
- (b) the First Nation retained independent legal counsel qualified to practice law in the Province of Ontario to advise the First Nation with regard to the Claim up to and including the execution and implementation of the Settlement Agreement, Specific Agreement and Trust Agreement;
- (c) the First Nation's legal counsel fully explained to the Council, and to the members of the First Nation present at the Information Meeting, the legal nature and effect of the Settlement Agreement, including the surrenders, the Specific Agreement and the Trust Agreement, as well as the implementation of the Settlement Agreement, including the surrenders, the Specific Agreement and Trust Agreement, including, without limitation, the deposit of Canada's Compensation and Ontario's Compensation into the Trust Account rather than into an account for the First Nation managed by the Department and the subsequent management, disbursement and use of Canada's Compensation and Ontario's Compensation;
- (d) the First Nation retained an independent financial advisor qualified to provide financial advice to the First Nation with regard to the terms of the Settlement Agreement and Trust Agreement dealing with the deposit of Canada's Compensation and Ontario's Compensation into the Trust Account and the subsequent safe custody, preservation of capital, management, investment, disbursement and use of Canada's Compensation and Ontario's Compensation;
- (e) the First Nation's financial advisor provided the First Nation independent financial advice with respect to the Trust Agreement, the management, investment, disbursement and use of Canada's Compensation and Ontario's Compensation in accordance with the Trust Agreement, and the deposit of Canada's Compensation and Ontario's Compensation, into the Trust Account established pursuant to the Trust Agreement rather than into an account for the First Nation managed by the Department including, without limitation, financial advice which contrasts the potential rates of return, potential investment risks, and tax implications associated with placing Canada's Compensation and Ontario's Compensation into the Trust Account rather than into an account managed by the Department;

Dated for reference the 15th day of November, 2010

- (f) an interpreter fluent in the native language of the First Nation members was present and available to those members in need of an interpreter, if there were any such members, at all times during the Information Meeting and the Ratification Vote, and at other times by arrangement with the interpreter; and
- (g) the First Nation is the successor to Chief Peau du Chat's Band that entered into the Robinson Superior Treaty in 1850.

ARTICLE 15

FURTHER ASSURANCES

Implementation

- 15.1 The Parties shall, in good faith, do such things, execute such further documents and take such further measures as may be necessary to carry out and implement the terms, conditions, intent and meaning of this Settlement Agreement including the surrenders and Specific Agreement.

Future Funding

- 15.2 The provincial government programs and services that are now available or may become available to Indian bands shall continue to be available, or shall be available, to the First Nation in accordance with the criteria established by the provincial government from time to time for the application of program funding or the provision of services.
- 15.3 Federal programs and services shall continue to apply to the First Nation on the same basis as to other bands in Canada as if this Settlement Agreement had not been executed, in accordance with the criteria established from time to time for the application of such programs and services.

Other Claims not Affected

- 15.4 This Settlement Agreement shall not affect any other claims of the First Nation.

ARTICLE 16

NOTICE

16.1 Any notice or other written communication required or permitted to be given under this Settlement Agreement shall be given as follows:

(a) to the First Nation:

Chief and Council
Fort William First Nation
90 Anemki Drive, Suite 200
Thunder Bay, ON
P7J 1L3

FAX: (807) 623-5190

(b) to Canada:

Assistant Deputy Minister
Treaties and Aboriginal Government
Department of Indian Affairs and Northern Development
Les Terrasses de la Chaudière
10 Wellington Street
GATINEAU QC
K1A 0H4

FAX: (819) 953-3246

(c) to Ontario:

Assistant Deputy Minister
Negotiations and Reconciliation Division
Ministry of Aboriginal Affairs
4th Floor, 160 Bloor Street East
TORONTO ON
M7A 2E6

FAX: (416) 314-1165

16.2 Any notice may be delivered personally or sent by facsimile or registered mail to the Parties at the addresses set out in Section 16.1. The notice shall be presumed to have been received by one of the Parties:

a) if delivered personally, on the day that it was delivered;

Dated for reference the 15th day of November, 2010

- b) if sent by facsimile, on the next business day after it was transmitted; and
- c) if sent by registered mail, on the earlier of the day it was received and the fifth day after it was mailed.

16.3 During an actual or anticipated postal disruption or stoppage, the mail shall not be used by any of the Parties, and if used such notice shall be of no effect.

ARTICLE 17

GENERAL PROVISIONS

Binding on the Parties

- 17.1 This Settlement Agreement is for the benefit of and is binding upon Canada and Ontario, and any of their ministers, officials, servants, employees, agents, successors and assigns, and upon the First Nation and any of its heirs, descendants, legal representatives, successors and assigns.

Members of House of Commons

- 17.2 No member of the House of Commons shall be admitted to any share or part of this Settlement Agreement or to any benefit arising from this Settlement Agreement.

Assignment

- 17.3 The rights and obligations of a Party to this Settlement Agreement may not be assigned or otherwise transferred without the prior written consent of the other Parties, such consent not to be unreasonably withheld.

Amendment

- 17.4 No amendment, modification or waiver of any provision of this Settlement Agreement shall have any legal effect unless such amendment, modification or waiver is made in writing and has been approved and executed by the Parties in the same manner as this Settlement Agreement. Notwithstanding the above, the Parties may, without obtaining such approval, agree in writing from time to time to amend this Settlement Agreement for any of the following purposes:

- (a) to remove any conflicts or inconsistencies that may exist between any of the terms of this Settlement Agreement and any provision of any applicable law or regulation; or
- (b) to correct any typographical error in this Settlement Agreement, or to make corrections or changes required for the purpose of curing or correcting a clerical omission, mistake, manifest error or an ambiguity arising from defective or inconsistent provisions contained in this Settlement Agreement.

Dated for reference the 15th day of November, 2010

Waiver

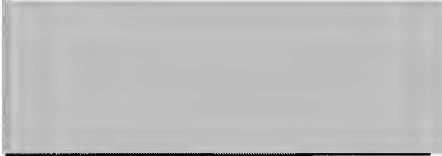
- 17.5 No waiver of any provision of this Settlement Agreement shall have any legal effect unless such waiver is expressed in writing and has been duly executed by the Party making the waiver in the same manner as this Settlement Agreement was executed by that Party.**

Applicable Law

17.6 This Settlement Agreement shall be governed by the applicable laws of Ontario and Canada.

IN WITNESS WHEREOF the Council of the Fort William Band, also known as the Fort William First Nation, on behalf of the Fort William Band, has executed this Settlement Agreement, the Minister of Aboriginal Affairs and the Minister of Natural Resources, on behalf of Her Majesty the Queen in right of Ontario, have executed this Settlement Agreement, and the Minister of Indian Affairs and Northern Development, on behalf of Her Majesty The Queen in right of Canada, has executed this Settlement Agreement on the dates indicated.

SIGNED on behalf of the
FORT WILLIAM BAND, also known as
the Fort William First Nation,
by the Council of the Fort William
Band in the presence of:

Signature: 

Name of Witness: 

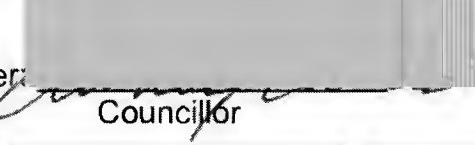
Address: 

Date: January 23 2011
(As to all signatures) 

Per: 
Chief

Per: 
Councillor

Per: 
Councillor

Per: 
Councillor

Per: 
Councillor

Per: 
Councillor

Fort William Boundary Claim Settlement Agreement
Dated for reference the 15th day of November, 2010

Per: _____
Councillor

Per: _____

Per: _____

Per: _____
Councillor

Per: _____
Councillor

Per: _____ Councillor

Per: _____
Councillor

SIGNED on behalf of HER MAJESTY
THE QUEEN IN RIGHT OF ONTARIO, as
represented by the Minister of Aboriginal
Affairs, in the presence of:

Signature: _____)

Name of Witness: _____)

Address: 160 Bloor St. E.)

4th Floor Toronto, Ont.)

M7A 2E6)

Date: Jan. 25, 2011)

Minister of Aboriginal Affairs

Fort William Boundary Claim Settlement Agreement among Fort William First Nation, Canada and Ontario
Dated for reference the 15th day of November, 2010

Released under the Access
to Information Act
Communiqué en vertu de la
Loi sur l'Accès à
l'information

SIGNED on behalf of HER MAJESTY
THE QUEEN IN RIGHT OF ONTARIO, as
represented by the Minister of Natural
Resources, in the presence of:

Signature: 

Name of Witness: 

Address: 209 - 33 Elmhurst

Toronto, ON, CA

M2N 6G8

Date: Jan 26, 2011

 Minister of Natural Resources

**Fort William Boundary Claim Settlement Agreement among
Dated for reference the 15th day of November, 2010**

Communiqué en vertu de la

**Communiqué en vertu
Loi sur l'Acadie à**

Loi sur l'Accès l'information

SIGNED on behalf of HER MAJESTY
THE QUEEN IN RIGHT OF CANADA, as
represented by the Minister of Indian Affairs
and Northern Development, in the presence
of:

Signature: _____

Name of Witness:

Address: _____

Michael J. Mahan

**Minister of Indian Affairs
and Northern Development**

Date: August 9, 2011

SCHEDULE 1

BALLOT QUESTION

SETTLEMENT AGREEMENT, TRUST AGREEMENT, SURRENDERS AND SPECIFIC AGREEMENT

As a Voter of the Fort William Band, do you:

- (a) **agree to** the terms and conditions of the Fort William Boundary Claim Settlement Agreement dated for reference November 15, 2010;
- (b) **agree to** the terms and conditions of the Fort William Boundary Claim Settlement Trust Agreement dated for reference November 15, 2010;
- (c) **assent to** absolutely surrender to Canada, pursuant to the provisions of sections 38 and 39 of the *Indian Act*, the reserve interests that the First Nation and its members and their heirs, descendants, executors, successors and assigns, past, present and future, may have had, or may now have, in the lands that should have been included within the reserve that was surveyed in 1853, but were not, and which will not be set aside as reserve pursuant to the Settlement Agreement, which lands are not ascertainable but are represented by the lands described in Schedule 6.
- (d) **assent to** surrender all aboriginal title interest of the First Nation in the lands that should have been included within the reserve that was surveyed in 1853, but were not, and which will not be set aside as reserve pursuant to the Settlement Agreement, which lands are not ascertainable but are represented by the lands described in Schedule 6;
- (e) **agree to** enter into the Specific Agreement and authorize and direct the present Council and all future Councils to confirm the Specific Agreement; and
- (f) **authorize and direct** present and future Chiefs and Councils of the Fort William Band to act on behalf of the Fort William Band and its members, to sign all documents and take all necessary measures as required to give effect to the Fort William Boundary Claim Settlement Agreement, the Fort William First Nation Boundary Claim Settlement Trust Agreement, the surrenders and the Specific Agreement?

YES

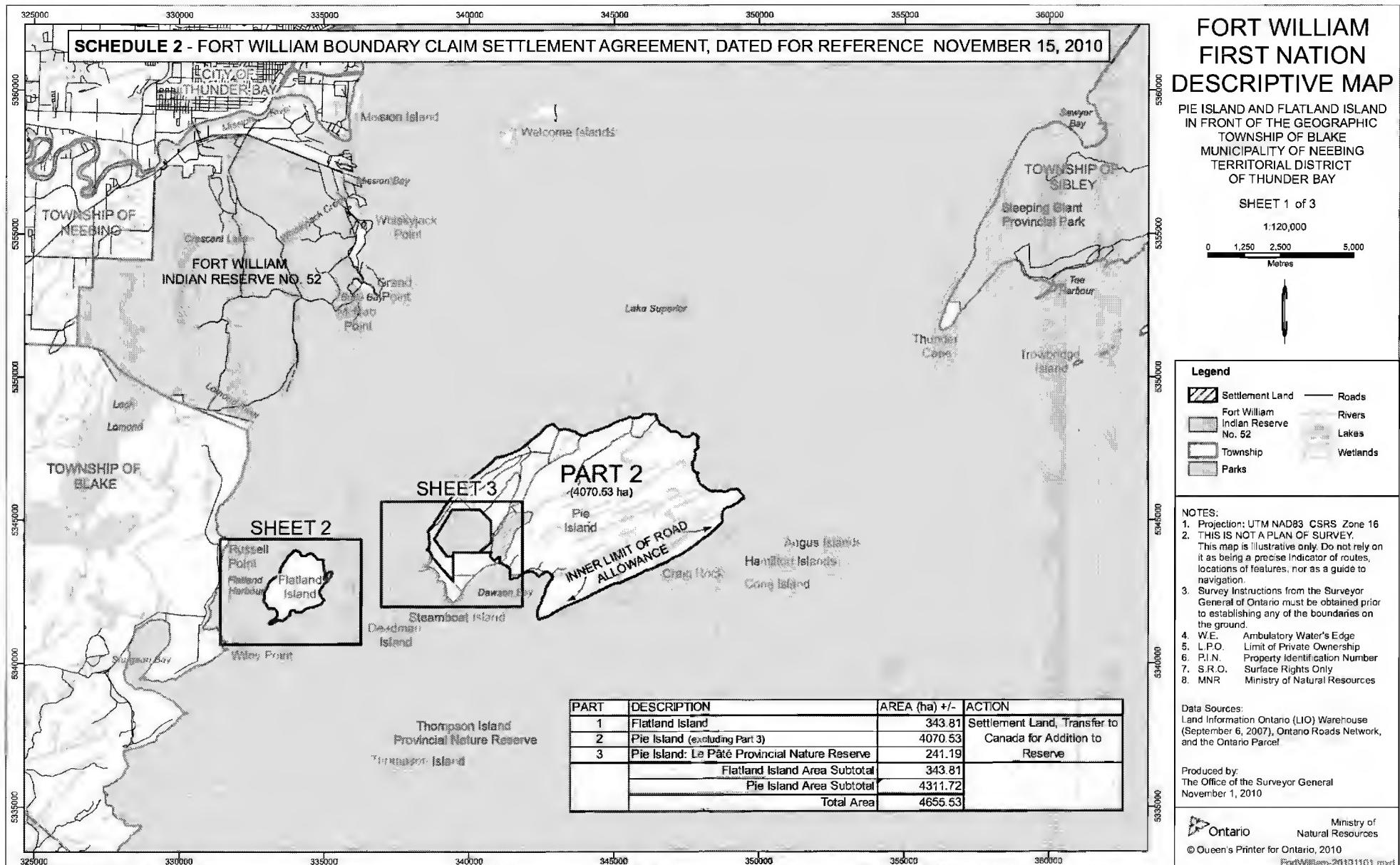
NO

Mark this Ballot by placing a cross "X", check mark or other mark, under the word "YES" or "NO" within the appropriate box, clearly indicating your response to the question asked, but without identifying yourself.

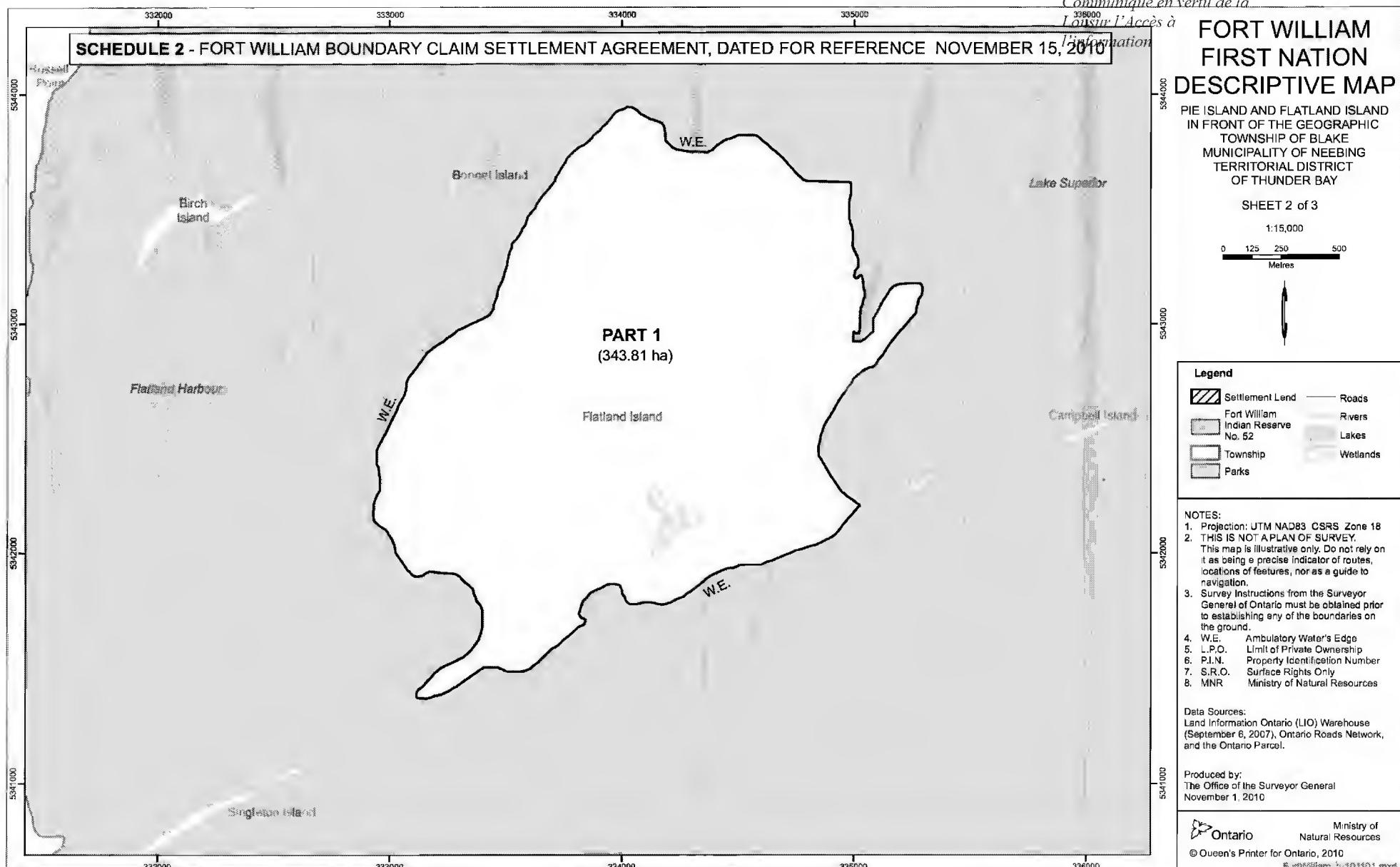
Fort William Boundary Claim Settlement Agreement among Fort William First Nation, Canada and Ontario
Dated for reference the 15th day of November, 2010

SCHEDULE 2

DESCRIPTIVE MAP OF THE SETTLEMENT LANDS



FORT WILLIAM
FIRST NATION
DESCRIPTIVE MAP



FORT WILLIAM FIRST NATION DESCRIPTIVE MAP

PIE ISLAND AND FLATLAND ISLAND
IN FRONT OF THE GEOGRAPHIC
TOWNSHIP OF BLAKE
MUNICIPALITY OF NEEBING
TERRITORIAL DISTRICT
OF THUNDER BAY

SHEET 3 of 3

1:15,000

0 125 250 500
Metres



Legend

Settlement Land	Roads
Fort William Indian Reserve No. 52	Rivers
Township	Lakes
Parks	Wetlands

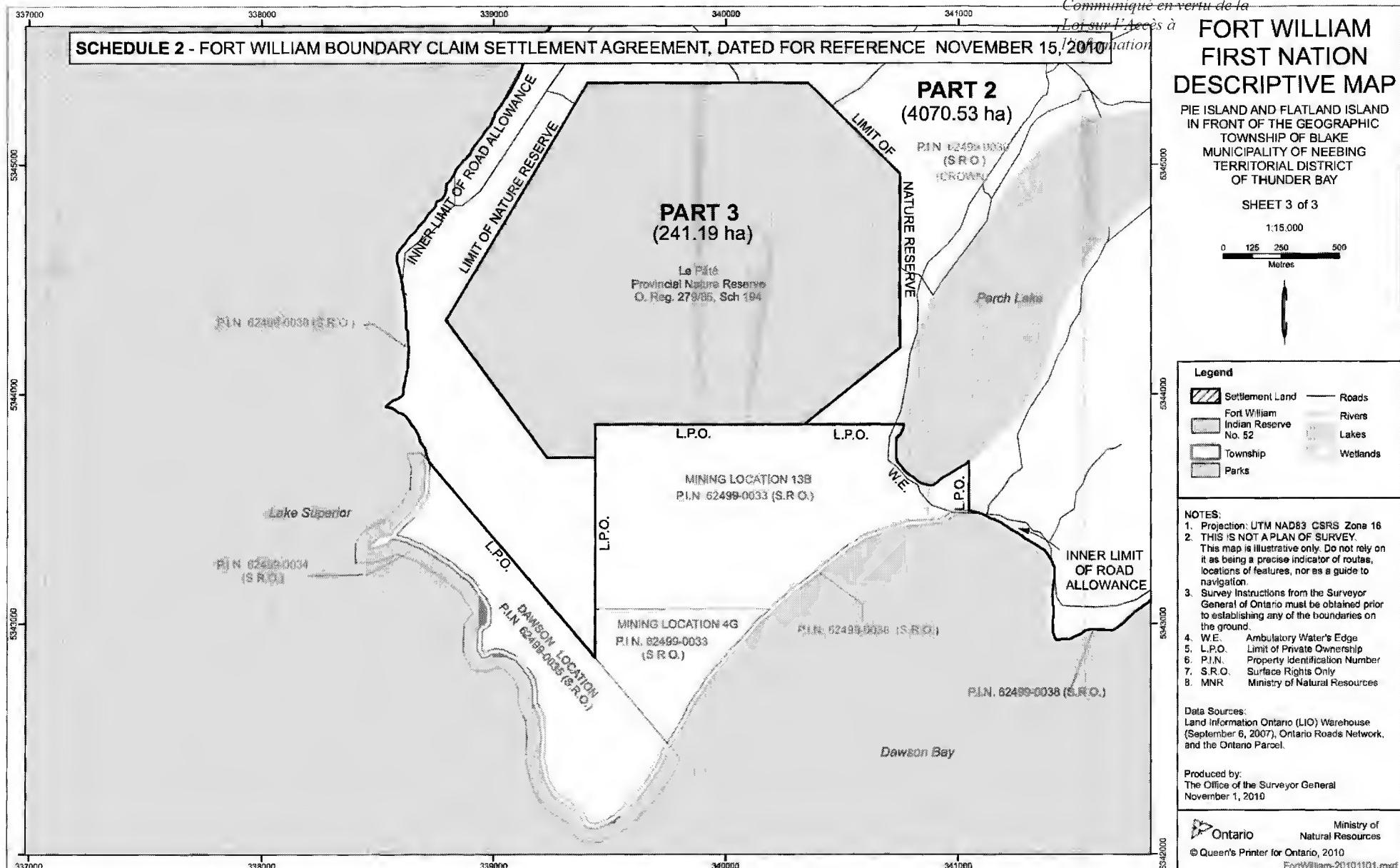
NOTES:

1. Projection: UTM NAD83 CSRS Zone 16
2. THIS IS NOT A PLAN OF SURVEY.
This map is illustrative only. Do not rely on it as being a precise indicator of routes, locations of features, nor as a guide to navigation.
3. Survey Instructions from the Surveyor General of Ontario must be obtained prior to establishing any of the boundaries on the ground.
4. W.E. Ambulatory Water's Edge
5. L.P.O. Limit of Private Ownership
6. P.I.N. Property Identification Number
7. S.R.O. Surface Rights Only
8. MNR Ministry of Natural Resources

Data Sources:
Land Information Ontario (LIO) Warehouse,
(September 6, 2007), Ontario Roads Network,
and the Ontario Parcel.

Produced by:
The Office of the Surveyor General
November 1, 2010

Ontario Ministry of
Natural Resources
© Queen's Printer for Ontario, 2010
FortWilliam-20101101.mxd



SCHEDULE 3

SOLICITOR'S CERTIFICATE

I, Kim Alexander Fullerton, of the Town of Oakville, in the Province of Ontario, Barrister & Solicitor, do hereby certify:

1. **THAT** I am a member in good standing of the Law Society of Upper Canada qualified to practice law in the Province of Ontario.
2. **THAT** I was retained in my professional capacity to provide independent legal advice to the Fort William Band, also known as the Fort William First Nation, (the "First Nation") with respect to the specific claim submitted to Canada and Ontario by the First Nation regarding the boundary of Fort William Indian Reserve No. 52 (the "Claim"), including the settlement of the Claim and the preparation, execution and implementation of the Fort William Boundary Claim Settlement Agreement (the "Settlement Agreement"), the Fort William First Nation Boundary Claim Settlement Trust Agreement (the "Trust Agreement"), the surrenders, and the Specific Agreement.
3. **THAT** I have advised the Council of the First Nation as to the legal nature and effect upon the First Nation and its members of the Settlement Agreement, Trust Agreement, surrenders, and Specific Agreement, and the implementation of the Settlement Agreement, Trust Agreement, surrenders, and Specific Agreement, including, without limitation, the management, disbursement and use of Canada's Compensation and Ontario's Compensation, and the deposit of Canada's Compensation and Ontario's Compensation into the Trust Account rather than into an account for the First Nation managed by the Department of Indian Affairs and Northern Development (the "Legal Issues").
4. **THAT** I was present at the following Information Meeting called for the purpose of explaining to the members of the First Nation the Settlement Agreement, Trust Agreement , surrenders and Specific Agreement:

Location of Meeting:

Date and Time:

-
5. **THAT** I made a presentation at the Information Meeting, to the members of the First Nation then present, regarding the Legal Issues and answered any relevant legal questions raised at the Information Meeting to the best of my professional ability.

6. **THAT I** was also available to speak in confidence with members of the First Nation to answer their questions on the Legal Issues by telephone, without charge to them personally, and that members of the First Nation were able to telephone me collect, on the following date and time, and at the following telephone number:

Telephone Number: _____ Date and Time: _____

and other dates and times mutually agreed upon.

7. **THAT I** believe that the Chief and Council and the members of the First Nation who have sought my advice on the Legal Issues are aware of the nature and consequences at law of the Settlement Agreement, Trust Agreement surrenders and Specific Agreement.

DATED at _____, Ontario, this _____ day of _____, 2010.

Witness to the signature of

Kirn Alexander Fullerton
Barrister & Solicitor

Address

Address

SCHEDULE 3

SOLICITOR'S CERTIFICATE

I, Kim Alexander Fullerton, of the Town of Oakville, in the Province of Ontario, Barrister & Solicitor, do hereby certify:

1. **THAT I am a member in good standing of the Law Society of Upper Canada qualified to practice law in the Province of Ontario.**
2. **THAT I was retained in my professional capacity to provide independent legal advice to the Fort William Band, also known as the Fort William First Nation, (the "First Nation") with respect to the specific claim submitted to Canada and Ontario by the First Nation regarding the boundary of Fort William Indian Reserve No. 52 (the "Claim"), including the settlement of the Claim and the preparation, execution and implementation of the Fort William Boundary Claim Settlement Agreement (the "Settlement Agreement"), the Fort William First Nation Boundary Claim Settlement Trust Agreement (the "Trust Agreement"), the surrenders, and the Specific Agreement.**
3. **THAT I have advised the Council of the First Nation as to the legal nature and effect upon the First Nation and its members of the Settlement Agreement, Trust Agreement, surrenders, and Specific Agreement, and the implementation of the Settlement Agreement, Trust Agreement, surrenders, and Specific Agreement, including, without limitation, the management, disbursement and use of Canada's Compensation and Ontario's Compensation, and the deposit of Canada's Compensation and Ontario's Compensation into the Trust Account rather than into an account for the First Nation managed by the Department of Indian Affairs and Northern Development (the "Legal Issues").**
4. **THAT I was present at the following Information Meeting called for the purpose of explaining to the members of the First Nation the Settlement Agreement, Trust Agreement, surrenders and Specific Agreement:**

Location of Meeting:

Date and Time:

Fort William First Nation

January 15, 2011, 1:00 – 3:30 pm

5. **THAT I made a presentation at the Information Meeting, to the members of the First Nation then present, regarding the Legal Issues and answered any relevant legal questions raised at the Information Meeting to the best of my professional ability.**

6. **THAT I was also available to speak in confidence with members of the First Nation to answer their questions on the Legal Issues by telephone, without charge to them personally, and that members of the First Nation were able to telephone me collect, on the following date and time, and at the following telephone number:**

Telephone Number:

(905) 849-1700

Date and Time:

January 17, 2011 9:00 am to 5:00 pm.

and other dates and times mutually agreed upon.

7. **THAT I believe that the Chief and Council and the members of the First Nation who have sought my advice on the Legal Issues are aware of the nature and consequences at law of the Settlement Agreement, Trust Agreement surrenders and Specific Agreement.**

DATED at Fort William First Nation, this 23rd day of January, 2011.



Witness to the signature of



A handwritten signature in black ink, appearing to read "Kim Alexander Fullerton". Below the signature, the text "Barrister & Solicitor" is printed in a smaller font.

1095 Barton St.
Thunder Bay, ON
P7K 5N5
Address

256 River Side Drive
Oakville Ontario
L6K 3M9

SCHEDULE 3

SOLICITOR'S CERTIFICATE

I, Kim Alexander Fullerton, of the Town of Oakville, in the Province of Ontario, Barrister & Solicitor, do hereby certify:

1. **THAT I am a member in good standing of the Law Society of Upper Canada qualified to practice law in the Province of Ontario.**
2. **THAT I was retained in my professional capacity to provide independent legal advice to the Fort William Band, also known as the Fort William First Nation, (the "First Nation") with respect to the specific claim submitted to Canada and Ontario by the First Nation regarding the boundary of Fort William Indian Reserve No. 52 (the "Claim"), including the settlement of the Claim and the preparation, execution and implementation of the Fort William Boundary Claim Settlement Agreement (the "Settlement Agreement"), the Fort William First Nation Boundary Claim Settlement Trust Agreement (the "Trust Agreement"), the surrenders, and the Specific Agreement.**
3. **THAT I have advised the Council of the First Nation as to the legal nature and effect upon the First Nation and its members of the Settlement Agreement, Trust Agreement, surrenders, and Specific Agreement, and the implementation of the Settlement Agreement, Trust Agreement, surrenders, and Specific Agreement, including, without limitation, the management, disbursement and use of Canada's Compensation and Ontario's Compensation, and the deposit of Canada's Compensation and Ontario's Compensation into the Trust Account rather than into an account for the First Nation managed by the Department of Indian Affairs and Northern Development (the "Legal Issues").**
4. **THAT I was present at the following Information Meeting called for the purpose of explaining to the members of the First Nation the Settlement Agreement, Trust Agreement, surrenders and Specific Agreement:**

Location of Meeting:

Date and Time:

Fort William First Nation

January 15, 2011, 1:00 – 3:30 pm

5. **THAT I made a presentation at the Information Meeting, to the members of the First Nation then present, regarding the Legal Issues and answered any relevant legal questions raised at the Information Meeting to the best of my professional ability.**

6. THAT I was also available to speak in confidence with members of the First Nation to answer their questions on the Legal Issues by telephone, without charge to them personally, and that members of the First Nation were able to telephone me collect, on the following date and time, and at the following telephone number:

Telephone Number:

(905) 849-1700

Date and Time:

January 17, 2011 9:00 am to 5:00 pm.

and other dates and times mutually agreed upon.

7. THAT I believe that the Chief and Council and the members of the First Nation who have sought my advice on the Legal Issues are aware of the nature and consequences at law of the Settlement Agreement, Trust Agreement surrenders and Specific Agreement.

DATED at Fort William First Nation, this 23rd day of January, 2011.

[Redacted]
Witness to the signature of



Kim Alexander Fullerton
Barrister & Solicitor

1095 Barton St.
Thunder Bay, ON
P7K 5N5
Address

256 River Side Drive
Oakville Ontario
L6K 3M9

SCHEDULE 4

FINANCIAL ADVISOR'S CERTIFICATE

I _____, of the Province of Ontario, do hereby certify:

1. **THAT** I am _____.
[N.B.: Paragraph 1 should explain the qualifications of the Financial Advisor including membership in professional associations.]
2. **THAT** I was retained in my professional capacity to provide independent financial advice to the Fort William Band, also known as the Fort William First Nation, (the "First Nation") with respect to the terms of the Fort William Boundary Claim Settlement Agreement (the "Settlement Agreement") and the Fort William First Nation Boundary Claim Settlement Trust Agreement (the "Trust Agreement") dealing with the deposit of Canada's Compensation and Interest and Ontario's Compensation (collectively, "the Compensation"), into the Trust Account and the subsequent safe custody, preservation of capital, management, investment, disbursement and use of the Compensation and Interest.
3. **THAT** I have provided the First Nation independent financial advice with respect to the Trust Agreement, the management, investment, disbursement and use of the Compensation in accordance with the Trust Agreement, and the deposit of the Compensation into the Trust Account established pursuant to the Trust Agreement rather than into an account for the First Nation managed by the Department of Indian Affairs and Northern Development including, without limitation, financial advice that contrasts the potential rates of return, potential investment risks, and tax implications associated with placing the Compensation into the Trust Account rather than into an account managed by the Department (the "Financial Issues").
4. **THAT** I was present at the following Information Meeting called for the purpose of explaining to the members of the First Nation the Settlement Agreement, the Trust Agreement, absolute surrender and Specific Agreement:

Location of Meeting:

Date and Time:

Fort William Boundary Claim Settlement Agreement among Fort William First Nation, Canada and Ontario
Dated for reference the 15th day of November, 2010

Communiqué en vertu de la

Loi sur l'Accès à

l'information

5. **THAT** I made a presentation at the Information Meeting, to the members of the First Nation then present, regarding the Financial Issues and answered any relevant financial questions raised at the Information Meeting to the best of my professional ability.
6. **THAT** I believe that the Chief and Council and the members of the First Nation who have sought my advice on the Financial Issues are aware of the financial nature and consequences of the Settlement Agreement and Trust Agreement.

DATED at _____, this _____ day of _____, 2010.

Witness to the signature of

Address

Address

SCHEDULE 4

FINANCIAL ADVISOR'S CERTIFICATE

I Blair Smith, BA, CA, of the Province of Ontario, do hereby certify:

1. **THAT** I am a Chartered Accountant licenced to practice in the Province of Ontario and I am a Partner in BDO Canada LLP.
2. **THAT** BDO Canada LLP was retained in its professional capacity to provide independent financial advice to the Fort William Band, also known as the Fort William First Nation, (the "First Nation") with respect to the terms of the Fort William Boundary Claim Settlement Agreement (the "Settlement Agreement") and the Fort William First Nation Boundary Claim Settlement Trust Agreement (the "Trust Agreement") dealing with the deposit of Canada's Compensation and Interest and Ontario's Compensation (collectively, "the Compensation"), into the Trust Account and the subsequent safe custody, preservation of capital, management, investment, disbursement and use of the Compensation and Interest.
3. **THAT** BDO Canada LLP has provided the First Nation independent financial advice with respect to the Trust Agreement, the management, investment, disbursement and use of the Compensation in accordance with the Trust Agreement, and the deposit of the Compensation into the Trust Account established pursuant to the Trust Agreement rather than into an account for the First Nation managed by the Department of Indian Affairs and Northern Development including, without limitation, financial advice that contrasts the potential rates of return, potential investment risks, and tax implications associated with placing the Compensation into the Trust Account rather than into an account managed by the Department (the "Financial Issues").
4. **THAT** David J. Facca, B. Admin, CA, a partner in BDO Canada LLP was present at the following Information Meeting called for the purpose of explaining to the members of the First Nation the Settlement Agreement, the Trust Agreement, absolute surrender and Specific Agreement:

Location of Meeting:

Date and Time:

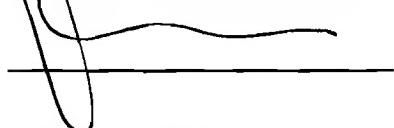
Fort William First Nation

January 15, 2011, 1:00 – 3:30 pm

5. THAT David J. Facca, B. Admin, CA, David J. Facca, B. Admin, CA, made a presentation at the Information Meeting, to the members of the First Nation then present, regarding the Financial Issues and answered any relevant financial questions raised at the Information Meeting to the best of my professional ability.
6. THAT I believe that the Chief and Council and the members of the First Nation who have sought the advice of BDO Canada LLP on the Financial Issues are aware of the financial nature and consequences of the Settlement Agreement and Trust Agreement.

DATED at Fort William First Nation, this 23rd day of January, 2011.

Witness to the signature of



Blair Smith, BA, CA

Kim Tollefson
256 RiverSide Dr
Oakville ON L6K 3M9
Address

1095 Barton Street
Thunder Bay, Ontario
P7B 5N3

SCHEDULE 4

FINANCIAL ADVISOR'S CERTIFICATE

I Blair Smith, BA, CA, of the Province of Ontario, do hereby certify:

1. **THAT** I am a Chartered Accountant licenced to practice in the Province of Ontario and I am a Partner in BDO Canada LLP.
2. **THAT** BDO Canada LLP was retained in its professional capacity to provide independent financial advice to the Fort William Band, also known as the Fort William First Nation, (the "First Nation") with respect to the terms of the Fort William Boundary Claim Settlement Agreement (the "Settlement Agreement") and the Fort William First Nation Boundary Claim Settlement Trust Agreement (the "Trust Agreement") dealing with the deposit of Canada's Compensation and Interest and Ontario's Compensation (collectively, "the Compensation"), into the Trust Account and the subsequent safe custody, preservation of capital, management, investment, disbursement and use of the Compensation and Interest.
3. **THAT** BDO Canada LLP has provided the First Nation independent financial advice with respect to the Trust Agreement, the management, investment, disbursement and use of the Compensation in accordance with the Trust Agreement, and the deposit of the Compensation into the Trust Account established pursuant to the Trust Agreement rather than into an account for the First Nation managed by the Department of Indian Affairs and Northern Development including, without limitation, financial advice that contrasts the potential rates of return, potential investment risks, and tax implications associated with placing the Compensation into the Trust Account rather than into an account managed by the Department (the "Financial Issues").
4. **THAT** David J. Facca, B. Admin, CA, a partner in BDO Canada LLP was present at the following Information Meeting called for the purpose of explaining to the members of the First Nation the Settlement Agreement, the Trust Agreement, absolute surrender and Specific Agreement:

Location of Meeting:

Date and Time:

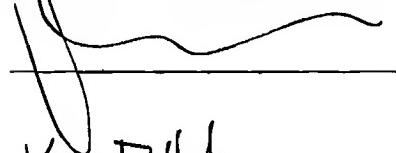
Fort William First Nation

January 15, 2011, 1:00 – 3:30 pm

5. THAT David J. Facca, B. Admin, CA, David J. Facca, B. Admin, CA, made a presentation at the Information Meeting, to the members of the First Nation then present, regarding the Financial Issues and answered any relevant financial questions raised at the Information Meeting to the best of my professional ability.
6. THAT I believe that the Chief and Council and the members of the First Nation who have sought the advice of BDO Canada LLP on the Financial Issues are aware of the financial nature and consequences of the Settlement Agreement and Trust Agreement.

DATED at Fort William First Nation, this 23rd day of January, 2011.

Witness to the signature of



Blair Smith, BA, CA

Karen Fuller
256 River Side Drive
Owen Sound, ON N4K 3M9
Address

1095 Barton Street
Thunder Bay, Ontario
P7B 5N3

SCHEDULE 5A

TRUSTEE'S RECEIPT – CANADA'S COMPENSATION

I am the Trustee of the Fort William First Nation Boundary Claim Settlement Trust established to receive and administer Canada's Compensation and Interest paid by Canada to the Fort William Band pursuant to the Fort William Boundary Claim Settlement Agreement (the "Settlement Agreement").

I acknowledge receipt on the _____ day of _____, 2010_____, of the sum of _____ dollars (\$_____) representing a payment credited against Article 2.1, plus receipt of the sum of _____ dollars (\$_____) representing a payment credited against Article 2.3 of the Settlement Agreement.

DATED this _____ day of _____, 2010.

Trustee

NOTE: Strike out the reference to the receipt of an additional sum representing a payment credited against Article 2.3 if inapplicable.

SCHEDULE 5B

TRUSTEE'S RECEIPT – ONTARIO'S COMPENSATION

I am the Trustee of the Fort William First Nation Boundary Claim Settlement Trust established to receive and administer Ontario's Compensation paid by Ontario to the Fort William Band pursuant to the Fort William Boundary Claim Settlement Agreement (the "Settlement Agreement").

I acknowledge receipt on the _____ day of _____, 2010, of the sum of _____ dollars (\$_____), paid in accordance with Article 3 of the Settlement Agreement.

DATED this _____ day of _____, 2010.

Trustee

SCHEDULE 6

DESCRIPTION OF THE SURRENDERED LANDS

**Fort William First Nation
Boundary Claim:
Map of the
Surrender Lands**

McKellar and Mission Islands in the
City of Thunder Bay
and part of Pie Island
and parts of the
Municipality of Neebing
and
Part of the
Municipality of Oliver Paipoonge
Territorial District of Thunder Bay
Province of Ontario

SCALE 1:140,000
0 1,000 2,000 4,000 meters

Legend

-  Lands to be Surrendered
-  Road Allowance to be Surrendered
-  Fort William Indian Reserve No. 52

NOTES

The purpose of this sketch is to illustrate the lands to be surrendered as per the Fort William First Nation Boundary Claim Settlement Agreement Dated for reference the 15th day of November, 2010.

THIS IS NOT A PLAN OF SURVEY.

This map is illustrative only and not to be used for defining boundaries.

Modified Transverse Mercator Projection (NAD83 CSRS),
Zone 16.

Data Sources:

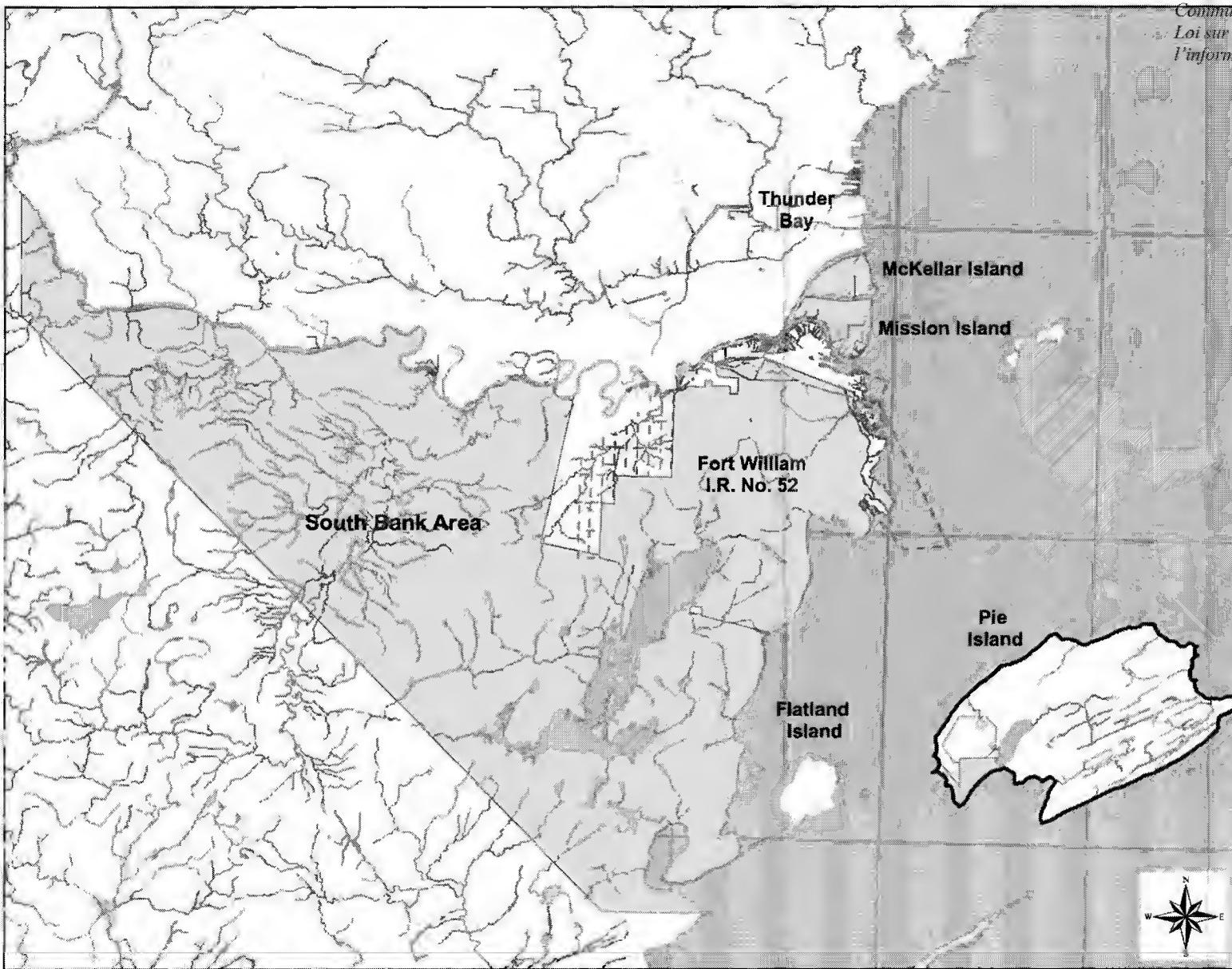
Digital Cadastral Data Set, © 2010 Government of Canada
with permission from Natural Resources Canada,
Surveyor General Branch.

Produced by Natural Resources Canada under license with the
Ontario Ministry of Natural Resources © Queen's Printer, 2010.

Prepared by:
Ontario Client Liaison Unit, Eastern Regional Operations Centre,
Surveyor General Branch
605-55 St. Clair Avenue East, Toronto, Ontario M4T 1M2
Phone: (416) 973-1006 Fax: (416) 973-1004
Email: on.records.group@nrcan.gc.ca
Internet: www.sgi.nrcan.gc.ca

Date: 2010-11-15

Canada





CANADA
PRIVY COUNCIL • CONSEIL PRIVÉ

Released under the Access
to Information Act

Communiqué en vertu de la
Loi sur l'Accès à
l'information

P.C. 2011-844
July 29, 2011

Whereas the Fort William First Nation is a band as defined
by the *Indian Act*;

Whereas Canada and the Fort William First Nation are
parties to Robinson-Superior Treaty (the "Treaty") dated
September 7, 1850;

Whereas the Treaty provided that Her Majesty would, among
other things, set apart reserve lands for the Fort William First Nation;

Whereas in 1986, the Fort William First Nation submitted the
Fort William Boundary Specific Claim alleging that, following the Treaty, its
reserve lands were improperly surveyed;

Whereas Canada, without admitting liability, accepted the
Fort William Boundary Specific Claim for negotiation in 1994 pursuant to
Canada's Specific Claims Policy;

Whereas Canada, without admitting liability, agreed to enter
into a full and final agreement to settle the Fort William Boundary
Specific Claim with the Fort William First Nation and Ontario;

Whereas in accordance with the *Indian Act* and the
Indian Referendum Regulations, a ratification vote was held on
January 22, 2011, for the Fort William First Nation with respect to the
settlement agreement and the absolute surrender contained in it;

.../2

- 2 -

Whereas the Fort William First Nation voted and approved the settlement agreement and the absolute surrender pursuant to Article 7 of the settlement agreement thereby authorizing Chief and Council to sign the settlement agreement;

Whereas the settlement agreement between the Fort William First Nation, Ontario and Canada was signed by the Chief and Council on January 23, 2011, following a majority vote of eligible voters;

And whereas the Minister of Aboriginal Affairs and the Minister of Natural Resources, on behalf of Her Majesty in right of Ontario, signed the settlement agreement respectively on January 25 and 26, 2011;

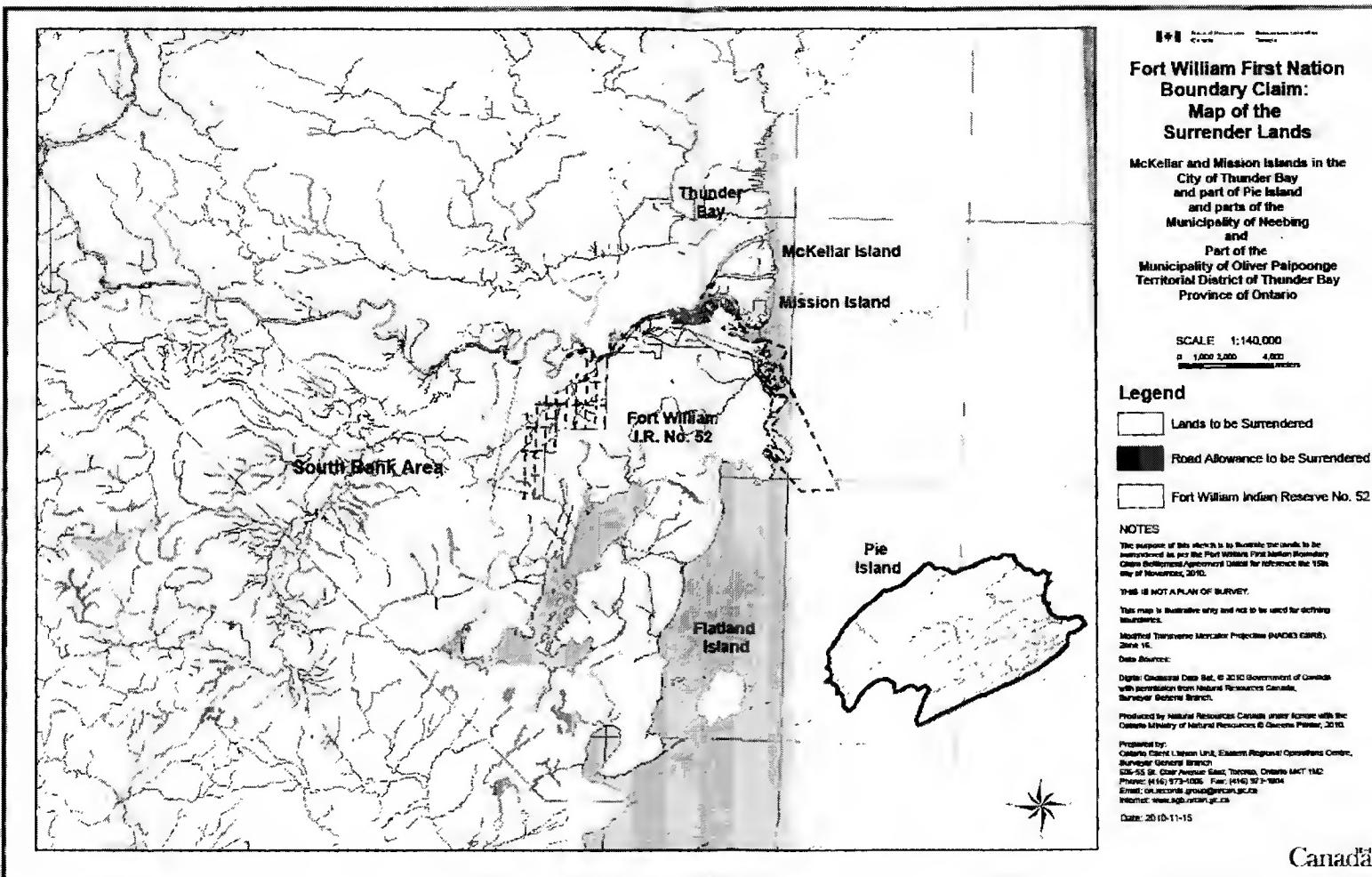
Therefore, His Excellency the Governor General in Council, on the recommendation of the Minister of Indian Affairs and Northern Development, hereby

(a) authorizes the Minister of Indian Affairs and Northern Development to enter into, on behalf of Her Majesty in right of Canada, the Fort William Boundary Claim settlement agreement , a summary of which is set out in Schedule A to this Order, with the Fort William First Nation and Her Majesty in right of Ontario; and

(b) accepts, pursuant to sections 38 and 39 of the *Indian Act*, the instrument of absolute surrender contained in Article 7 of the Fort William Boundary Claim settlement agreement, which absolutely surrenders the lands described in Schedule B to this Order.

CERTIFIED TO BE A TRUE COPY-COPIE CERTIFIÉE CONFORME

SCHEDULE "B" TO THE ORDER IN COUNCIL
Description of the Surrendered Lands





CANADA

PRIVY COUNCIL • CONSEIL PRIVÉ

Released under the Access
to Information Act

Communiqué en vertu de la
Loi sur l'Accès à
l'information

C.P. 2011-844
29 juillet 2011

Attendu que la Première Nation de Fort William est une bande au sens de la *Loi sur les Indiens*;

Attendu que le Canada et la Première Nation de Fort William sont des parties adhérentes au Traité Robinson-Supérieur (le Traité) du 7 septembre 1850;

Attendu qu'il était prévu au Traité que Sa Majesté, entre autres, mettrait de côté des terres de réserve pour la Première Nation de Fort William;

Attendu qu'en 1986, la Première Nation de Fort William a présenté la revendication particulière relative aux limites de la réserve de Fort William alléguant qu'à la suite du Traité, ses terres de réserve avaient été incorrectement arpentées;

Attendu que le Canada, sans admettre de responsabilité, a accepté la revendication aux fins de négociations en 1994 dans le cadre de la Politique des revendications particulières du Canada;

Attendu que le Canada, sans admettre de responsabilité, a consenti à conclure avec la Première Nation de Fort William et l'Ontario une entente de règlement complet et final de la revendication en question;

Attendu que, conformément à la *Loi sur les Indiens* et au *Règlement sur les référendums des Indiens*, le vote de ratification de la Première Nation de Fort William a eu lieu le 22 janvier 2011 concernant l'entente en question et la cession absolue qu'elle implique;

.../2

- 2 -

Attendu que la Première Nation de Fort William s'est prononcée, lors du vote, en faveur de l'entente de règlement et de la cession absolue prévue à l'article 7, autorisant ainsi le chef et les conseillers à signer l'entente de règlement;

Attendu que le 23 janvier 2011, le chef et les conseillers de la Première Nation de Fort William ont signé l'entente de règlement entre la Première Nation de Fort William, le Canada et l'Ontario, par suite du vote majoritaire des électeurs admissibles;

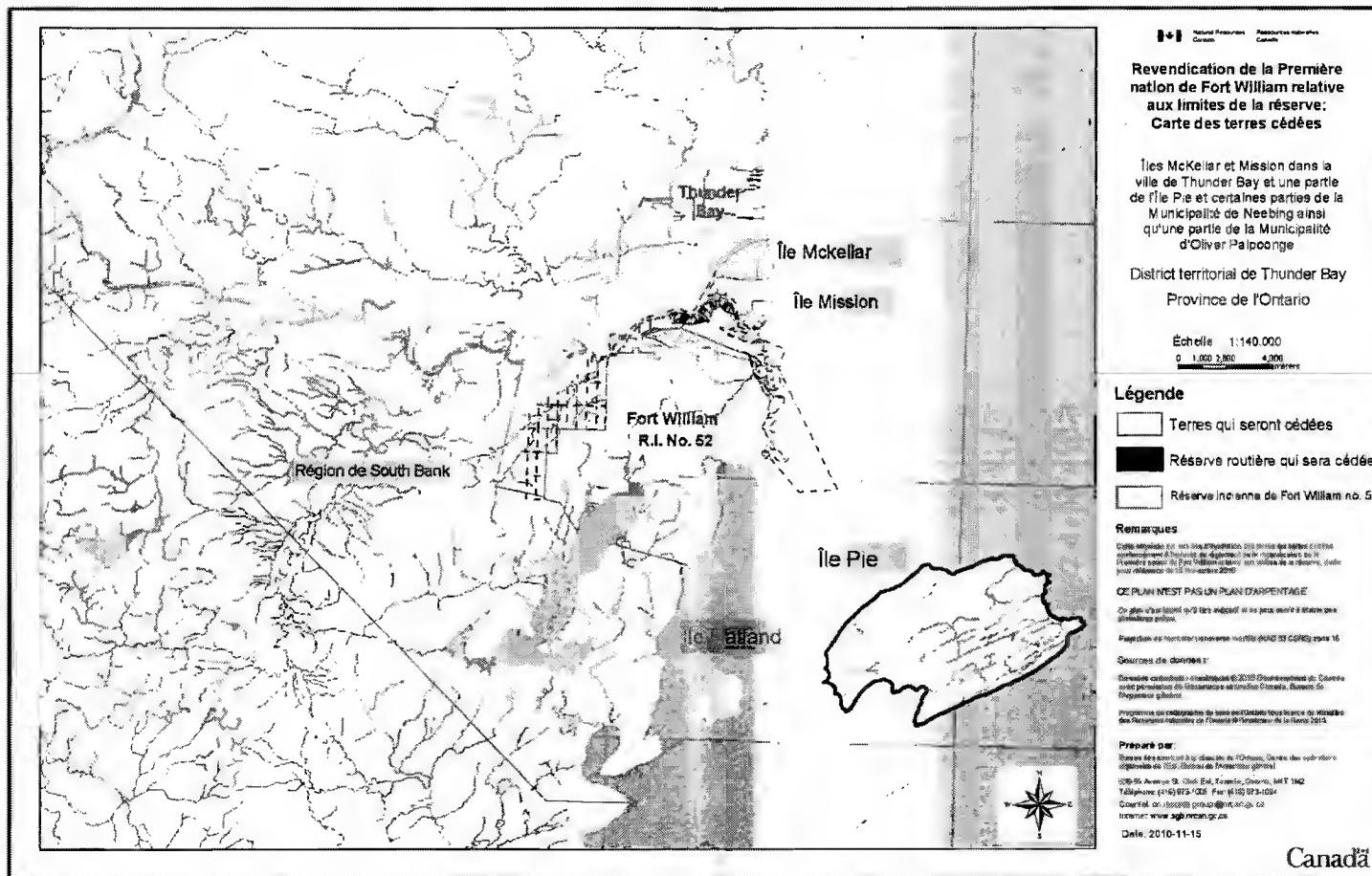
Attendu que le ministre des Affaires autochtones et le ministre des Ressources naturelles, au nom de Sa Majesté du chef de l'Ontario, ont respectivement signé l'entente de règlement les 25 et 26 janvier 2011,

À ces causes, sur recommandation du ministre des Affaires indiennes et du Nord canadien, Son Excellence le Gouverneur général en conseil :

- a) autorise le ministre des Affaires indiennes et du Nord canadien à conclure, au nom de Sa Majesté du chef du Canada, l'accord de règlement de la revendication relative aux limites de la réserve de Fort William dont le sommaire figure à l'annexe A du présent décret, avec la Première Nation de Fort William et Sa Majesté du chef de l'Ontario;
- b) accepte, en application des articles 38 et 39 de la *Loi sur les Indiens*, l'instrument de cession absolue prévue à l'article 7 de l'accord de règlement de la revendication relative aux limites de la réserve de Fort William, qui cède absolument les terres délimitées à l'annexe B du présent décret.

CERTIFIED TO BE A TRUE COPY-COPIE CERTIFIÉE CONFORME

ANNEXE B AU PROJET DE DÉCRET
Description des terres cédées



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EXHIBIT 1B

STATEMENT OF RESULTS OF RATIFICATION VOTE

We, the undersigned, severally state that Electors of the Fort William Band voted on January 22, 2011 in the Ratification Vote conducted by referendum held pursuant to the *Indian Referendum Regulations* concerning the Fort William Boundary Claim Settlement Agreement, including the absolute surrender, dated for reference November 15, 2010, and the results of this Ratification Vote were as follows:

1. the names of 1439 Electors appeared on the voters list prepared pursuant to the Indian Referendum Regulations, and the number of Electors who were entitled to cast a vote was 1439.
2. 871 Electors voted in the Ratification Vote.
3. 849 votes were cast in favour of the Settlement Agreement, including the absolute surrender, by Electors;
4. 16 votes were cast against the Settlement Agreement, including the absolute surrender, by Electors;
5. 6 votes were rejected pursuant to section 18(1)(b) of the Indian Referendum Regulations and were counted in 2. above;
6. 24 ballots were set aside pursuant to section 17.1(a) or section 18(1)(a.1) of the Indian Referendum Regulations and were not counted in 2. above.

We certify that a majority (over 50%) of all the Electors did/did not vote in the Ratification Vote and that a majority (over 50%) of the Electors who voted did/did not cast ballots in favour of the Ballot Question regarding the Settlement Agreement, including the absolute surrender, thereby ~~approving/failing to approve~~ and ~~authorizing/not authorizing~~ the execution of the Settlement Agreement, including the absolute surrender.

Dated at FORT WILLIAMS FN, in the Province of Ontario this 22 day of 2011.


Electoral Officer


Chief or Councillor of the Fort William Band

**CERTIFICATION BY CHIEF OR MEMBER OF COUNCIL
OF ASSENT TO ABSOLUTE SURRENDER
(Section 40 of the *Indian Act*)**

I, Patrick Collins, of Fort William FN in the Province of Ontario, the Chief/Councillor (strike out whichever is inapplicable) of the Fort William Band MAKE OATH AND SAY:

1. I was present at Fort William Indian Reserve No. 52, on January 22, 2011, when Electors of the Fort William Band voted, pursuant to sections 38 and 39 of the *Indian Act*, concerning the absolute surrender set out in article 7.1 of the Fort William Boundary Claim Settlement Agreement, dated for reference the 15th day of November, 2010. The Ratification Vote was held pursuant to subparagraph 39(1)(b)(iii) of the *Indian Act* and was conducted in accordance with the *Indian Referendum Regulations*.
2. A true copy of the Settlement Agreement, including the absolute surrender, is attached as Exhibit "A" to this affidavit.
3. A true copy of the "Notice of Ratification Vote" is attached as Exhibit "B" to this affidavit.
4. In accordance with the *Indian Referendum Regulations*, the "Notice of Ratification Vote" was posted in a conspicuous place at, 1/the Administration Office, 2/ the Health Centre, 3/ the Community Centre, 4/ the Arena, 5/ Bannon's Gas Bar, 6/ K & A Variety, 7/ Chapman's Variety, 8/ Cole's Tackle Box and 9/ THP Variety on the Fort William Indian Reserve No. 52, and 10/ at the Thunder Bay Indian Friendship Centre in Thunder Bay ON, on December 10, 2010, which was at least forty-two (42) days prior to the Voting Day.

5. Representatives from the Fort William Band Council, including those Councillors presently holding office who were significantly involved in negotiating the Settlement Agreement, were in attendance at all Information Meetings at the following times and places:

Date	Time	Location
Sat., January 15, 2011	1PM- 3PM	Fort William First Nation Community Centre

6. Legal counsel for the Fort William Band attended the Information Meeting held at Fort William Indian Reserve No. 52 on January 15, 2011.
7. The voting procedure was conducted in accordance with the *Indian Referendum Regulations*.
8. The absolute and unconditional surrender was assented to by the Fort William Band at the Ratification Vote, the results of which are as follows:
- (a) the names of 1439 Electors appeared on the voters list prepared pursuant to the *Indian Referendum Regulations* and the number of Electors who were entitled to vote was 1439.
 - (b) 871 Electors voted in the Ratification Vote.
 - (c) 849 Electors voted in favour of the absolute surrender;
 - (d) 16 Electors voted against the absolute surrender;
 - (e) 6 votes were rejected; but were counted in (b) above; and
 - (f) 24 ballots were set aside, and were not counted in (b) above.

SWORN BEFORE me at the Fort)
William D. Nahanee, in the Province)
of Ontario, this 22 day of January,)
2011.)



) Chief or Councillor of the Fort William Band

Commissioner for Taking Oaths in and for
the Province of Ontario.